



This is a digital copy of a book that was preserved for generations on library shelves before it was carefully scanned by Google as part of a project to make the world's books discoverable online.

It has survived long enough for the copyright to expire and the book to enter the public domain. A public domain book is one that was never subject to copyright or whose legal copyright term has expired. Whether a book is in the public domain may vary country to country. Public domain books are our gateways to the past, representing a wealth of history, culture and knowledge that's often difficult to discover.

Marks, notations and other marginalia present in the original volume will appear in this file - a reminder of this book's long journey from the publisher to a library and finally to you.

Usage guidelines

Google is proud to partner with libraries to digitize public domain materials and make them widely accessible. Public domain books belong to the public and we are merely their custodians. Nevertheless, this work is expensive, so in order to keep providing this resource, we have taken steps to prevent abuse by commercial parties, including placing technical restrictions on automated querying.

We also ask that you:

- + *Make non-commercial use of the files* We designed Google Book Search for use by individuals, and we request that you use these files for personal, non-commercial purposes.
- + *Refrain from automated querying* Do not send automated queries of any sort to Google's system: If you are conducting research on machine translation, optical character recognition or other areas where access to a large amount of text is helpful, please contact us. We encourage the use of public domain materials for these purposes and may be able to help.
- + *Maintain attribution* The Google "watermark" you see on each file is essential for informing people about this project and helping them find additional materials through Google Book Search. Please do not remove it.
- + *Keep it legal* Whatever your use, remember that you are responsible for ensuring that what you are doing is legal. Do not assume that just because we believe a book is in the public domain for users in the United States, that the work is also in the public domain for users in other countries. Whether a book is still in copyright varies from country to country, and we can't offer guidance on whether any specific use of any specific book is allowed. Please do not assume that a book's appearance in Google Book Search means it can be used in any manner anywhere in the world. Copyright infringement liability can be quite severe.

About Google Book Search

Google's mission is to organize the world's information and to make it universally accessible and useful. Google Book Search helps readers discover the world's books while helping authors and publishers reach new audiences. You can search through the full text of this book on the web at <http://books.google.com/>



1965
FORMS
OF
JUDGMENTS AND ORDERS
IN THE
HIGH COURT OF JUSTICE
AND
COURT OF APPEAL,
HAVING ESPECIAL REFERENCE TO THE CHANCERY DIVISION,
WITH
PRACTICAL NOTES.

BY THE LATE
HON. SIR H. W. SETON,
SOMETIME ONE OF THE JUDGES OF THE SUPREME COURT OF CALCUTTA.

THE FIFTH EDITION
BY
CECIL C. M. DALE, ESQ.,
OF LINCOLN'S INN, BARRISTER-AT-LAW,
AND
W. CLOWES, ESQ.,
A REGISTRAR OF THE SUPREME COURT OF JUDICATURE.

VOL. III.

LONDON:
STEVENS AND SONS, LIMITED,
119 & 120, CHANCERY LANE,
Law Publishers and Booksellers.

1893

LONDON:

PRINTED BY C. F. BOWORTH, GREAT NEW STREET, FETTER LANE—E.C.

PREFACE TO VOL. III.

IN submitting the Third and concluding Volume of "Seton" to the consideration of the legal profession, the Editors do not think it necessary to enlarge upon the general scope and character of the Work, but merely desire to refer briefly to the special features of the present Edition.

It is hoped that the arrangement which has been adopted will make the Work convenient for use by practitioners. The division into Volumes was necessarily governed by considerations of space, but, roughly speaking, it may be said that the First Volume deals with matters of Practice, and the Second and Third with matters of Law. Thus, the First Volume follows in its arrangement the ordinary course of an action from its commencement by writ of summons to its termination in a Court of Appeal. In the Second Volume the law as to persons in particular relations is first dealt with, in Chapters relating to Married Women, Infants, Paupers, Solicitors, and Trustees, private and charitable. From "Trusteeship" the transition is easy to "Account" and "Administration," which again are followed by the cognate subjects of "Settlement" and "Partition." After these the Work proceeds to deal with relief arising more directly out of contract, and treats of "Mortgages" in Volume II., and of "Suretyship," "Partnership," and "Specific Performance" in Volume III. These subjects are succeeded by a Chapter of a miscellaneous character on "Specific Relief," comprising cases which admit of separate treatment, and in which relief of a special character is usually given in the Chancery Division. The Work concludes with Chapters upon subjects more immediately connected with the Statute Law, comprising the Patents and Trade Marks Acts, Lands Clauses Act, and other

enactments relating to public undertakings and certain other special subjects.

The Editors have, upon consideration, following the example of their predecessors, refrained from treating of the Acts relating to the Winding-up of Companies. The law on this subject is amply dealt with in text-books of recent date, with which the members of the profession are familiar, and which fully and satisfactorily occupy the ground.

In the preparation of the Forms and of the Notes every care has been taken to render the Work complete, and to bring it down to the most recent date possible. As the Third Volume necessarily went to press before the month of October, it was not found practicable to insert later decisions than those reported in the September number of the Law Reports; but all matters of importance down to that date have been noted, and this circumstance, together with the introduction of several valuable forms of orders recently made, accounts for the dimensions of the "Addenda," a portion of the Work which runs to a considerable length.

The Voluntary Conveyances Act, 1893, passed at too late a date in the Session to admit of its being noticed in the text, but a statement of it will be found in the Addenda, in which are also contained corrections of all typographical and other errors which have come under the notice of the Editors.

It should be observed that, in adapting the old forms to the new practice established by the Chancery Funds Rules, it has of course been necessary, while retaining the substance, to alter the wording. Where this has been done, and the altered form might not at once be recognized as identical with the form in Reg. Lib., the reference to the name of the case in which the order was made is preceded by the word "See."

The present Volume contains a Table of all Cases cited, and concludes with Tables of Statutes and of Rules and Orders, and the General Index to the entire Work. This Index has been prepared by Mr. Dale, who has endeavoured to render it as full

and detailed as was practicable, having regard to the voluminous character and extensive scope of the Work. References to the Addenda are distinguished by the word "*(add.)*" after the number of the page referred to.

The thanks of the Editors are due to several members of the Chancery Bar for assistance kindly rendered, and in particular to Messrs. J. Eastwick and J. Ashton Cross, each of whom has perused a considerable portion of Volumes II. and III.; to Messrs. H. L. Bristowe and W. Ivimey Cook (the Editors of Tudor's Charitable Trusts), for their careful revision of Chapter XLII., relating to "Charities," and to Mr. E. J. Elgood (the editor of the 2nd Edition of Simpson on Infants), Mr. George Henderson and others, for suggestions and corrections; also to Mr. Registrar Lavie for many useful hints and corrections during the progress of the Work; and to Mr. W. E. Church, of the Registrar's Office, who has throughout assisted in searching the records of the Court and in testing the accuracy of the numerous references thereto. Other members of the Registrar's Office have also afforded assistance, which the Editors desire gratefully to acknowledge.

In the Second Volume the proofs of Chap. XXXVIII., "Infants," have been carefully perused by Mr. Hawkins, the Chief Clerk to Mr. Justice Chitty; and those of Chap. XL., "Solicitors," by Mr. Ryland, the Taxing Master, to both of whom the Editors are indebted for some useful suggestions.

In the Third Volume the proofs of Chap. LII., "Patents and Trade Marks," were kindly perused by Sir Reader Lack, the Comptroller, whose assistance the Editors highly appreciate.

In conclusion, the Editors venture to hope that this Fifth Edition of "Seton" may prove to be a not unworthy continuation of the work of former Editors, and will be received with the kind consideration so freely extended to previous Editions.

C. C. M. D.

W. C.

September, 1893.

CONTENTS OF VOL. III.

PREFACE - - - - -	PAGE iii
TABLE OF CASES - - - - -	xxi

CHAPTER XLVIII.

SURETYSHIP.

SECTION I.—INDEMNITY AND CONTRIBUTION.

FORMS:—1. Contribution between co-sureties and principal, in suit by surety. 2. Account of payments by surety, and inquiry as to contribution by co-sureties. 3. Further order, after certificate finding that G., the principal debtor, and F. were insolvent, and that J. was not able to pay more than his own costs, and a part only of his full share—interest—costs of resisting contribution. 4. Surety declared entitled to dividends from principal debtor's estate. 5. The like, declaration as to several sureties. 6. Contribution between co-directors in respect of the liability on shares which, pursuant to a resolution *ultra vires*, had been purchased and transferred into the name of the Plt, one of the directors, in trust for the co. 7. Contribution—Plts (sureties) entitled to participate in benefit of security given by principal to co-sureties—validity of security disputed—costs—set-off. 8. Mutual marine insurance—contribution. 9. Liability of fire insurance cos. in respect of wharfingers' and merchants' policies determined. 10. Liability to "Lloyds" on letter of guarantee. 11. Leave to give notice of claim to be indemnified by a third party—O. xvi. 48. 12. Liability to indemnify—third party—question tried immediately after trial—O. xvi. 52. 13. Person served with notice of claim to contribution having entered an appearance, leave given to defend—O. xvi. 49, 53. 14. Surety discharged by loss of collateral security through creditor's negligence. 15. Discharge of surety on the usual bond by a railway co. under the Parliamentary Deposits Act, by the subsequent passing of an Act making deviations, abandoning part of the undertaking, and authorizing an increase of capital. 16. Covenant rescinded as against a surety on non-execution by co-surety - - - - Pages 1773—1781

NOTES:—Indemnity—Contribution—Duration of contract—Discharge and release of surety—(i) Discharge of surety by concealment or misrepresentation; (ii) Discharge of surety by variation of the contract; (iii) Discharge of the surety by acts of the creditor affecting or altering his position - - - - 1781—1791

SECTION II.—MORTGAGE BY SURETY.

FORM:—1. Foreclosure of separate mortgages by principal and surety - 1791

NOTES - - - - - 1792

CHAPTER XLIX.

PARTNERSHIP.

SECTION I.—ENFORCING OR SETTING ASIDE AGREEMENT.

FORMS:—1. Enforcing partnership agreement, with variations. 2. Declaration of title to share as partner in partnership assets and profits. 3. Setting aside partnership induced by misrepresentation—consequential relief. 4. Existence of partnership declared—special declarations as to separate property employed in business—inquiry as to partnership money expended thereon. 5. Partnership held still existing—sale as a going concern. 6. Inquiry as to existence of partnership
Pages 1793—1796

NOTES:—Definition of partnership—Relief in nature of specific performance—Rescission—Duration of partnership - - - 1796—1799

SECTION II.—ACCOUNT—SALE—DISSOLUTION.

FORMS:—1. Account of dealings and transactions. 2. House, &c. where business was carried on declared partnership assets—sale and accounts—receiver. 3. Dissolution—accounts. 4. Dissolution from time of notice—renewed lease, partnership assets—accounts—inquiry as to most beneficial mode of sale, and if as a going concern, or as wound up—sale. 5. Sale as a going concern. 6. Return of premium—occupation rent. 7. Further consideration—premium—Plt entitled to stock-in-trade, &c.—indemnity to Deft - - - 1799—1804

NOTES:—Jurisdiction—Account—Rights of assignee—Dissolution—Dissolution by judgment of the Court—Effect of dissolution—Account consequent on dissolution—Sale—goodwill—Receiver—Return of premium—Interest—Arbitration—Costs - - - 1804—1812

SECTION III.—ACCOUNT AFTER DECEASE OR BANKRUPTCY OF A PARTNER.

FORMS:—1. In action by exors of deceased against surviving partner. 2. Exors of deceased partner against surviving partner—expiration of term—partnership at will—special inquiry—settled accounts not to be disturbed. 3. Further consideration of the same action. 4. In action by exors of deceased against lunatic partner, where no committee had been appointed—inquiries as to capital and employment of manager and allowance for management. 5. Leaseholds—indemnity against covenants—allowance for management. 6. Account in action by the trustee in bankruptcy of a partner against the exors of a deceased partner
1812—1816

NOTES:—Death of partner—Bankruptcy—Bankruptcy of surviving partner
1816—1819

SECTION IV.—ACCOUNTS IN ACTION BY CREDITOR.

FORMS:—1. Administration of estate of deceased partner. 2. Partnership property seized under *fi. fa.* issued in respect of judgment against one partner - - - 1819, 1820

NOTES:—Liability of partners to creditors—change in constitution of firm—liability of quasi partners to creditors, 28 & 29 V. c. 86—liability of the partnership estate to separate creditors - - - 1821—1826

SECTION V.—ACCOUNT IN SUIT BY BENEFICIARIES.

FORMS:—1. Accounts and inquiries as to testator's partnership business. 2. Inquiries as to testator's assets in foreign firm, and course to be taken.

3. Infants entitled to profits—inquiry whether for their benefit to take profits or interest. 4. Survivor not entitled to allowance for management except travelling expenses and disbursements—lien on share of survivor. 5. Partnership realty to be deemed personalty. 6. Tenant for life and remainderman—profits corpus or income—apportionment
Pages 1826—1829

NOTES:—Parties to actions by beneficiaries—Title of beneficiaries—Interest on profits—Corpus or income—Real or personal estate - 1829—1831

CHAPTER L.

SPECIFIC PERFORMANCE.

SECTION I.—RIGHT OF RELIEF.

FORMS:—1. Declaration of right. 2. The like declaration. 3. The like—agreement established. 4. The like—agent declared duly authorized. 5. Judgment for specific performance, with inquiry as to damages. 6. Specific performance enforced against executors of deceased purchaser—re-sale - - - - - 1832—1834

NOTES:—Nature of jurisdiction—What agreements may be enforced—Grounds of defence to the action—Establishment of the agreement—Nature of the agreement—Circumstances attending the inception of the agreement—Capacity of the parties—Conduct of the parties in respect of the agreement—Partial specific performance—Damages 1834—1849

SECTION II.—AGREEMENTS FOR THE SALE OF LAND.

(I.) REFERENCE OF TITLE.

FORMS:—1. Conditional declaration of right in action by vendor, and inquiry. 2. Inquiry as to title. 3. The like—costs. 4. Inquiry where title accepted subject to requisitions. 5. Damages for failure to make a good title, or in the alternative for non-performance. 6. Inquiry as to delivery of abstract, and objections and answers thereto. 7. Alleged mistake—inquiry whether purchaser was entitled to the land sold. 8. Order to review certificate against title shown - - - - - 1849—1852

NOTES:—Parties—procedure—Form of declaration as to title—Inquiry as to title—Title to be made—When title may be made—When title first shown—Time for completion - - - - - 1852—1859

(II.) TITLE ACCEPTED, ESTABLISHED, OR DISAPPROVED.

FORMS:—1. Vendor's action—specific performance at the hearing. 2. The like—title accepted at the hearing. 3. The like—title forced on the purchaser at the hearing. 4. The like—title accepted—mortgagee concurring. 5. The like—title when first shown—valuation—fixtures—stock-in-trade. 6. The like—contract by correspondence—assignment executed—account of unpaid purchase-money and expenditure. 7. Declaration as to interest of vendor, and when good title first shown by him. 8. Vendor's action—conveyance to be executed as an escrow, and to be handed over on payment of the purchase-money. 9. Another form. 10. Vendor's action—title accepted—payment of purchase-money into Court. 11. Purchaser's action—specific performance at the hearing. 12. The like, without computation of interest—Defts appointed to convey. 13. Occupation rent—vendor's action. 14. Directions as to deeds

under special stipulations—purchaser's action.	15. Vendor's action—counterclaim by Deft—farm having been allowed to go out of cultivation.
16. Sale of stone quarry—stone got between agreement and completion.	17. Deterioration and dilapidation—rents—wilful default—special directions, inquiries, and reservation of costs—vendor's action.
18. Leaseholds—covenants in assignment—vendor's action.	19. Leaseholds—indemnity against rents—vendor's action.
20. Building lease—mortgage to lessor.	21. Order after reference and certificate of good title—vendor's action.
22. Like order after certificate against title—lien for deposit—dismissal—vendor's action	- - - Pages 1859—1869
NOTES:—Interest—Rents—outgoings—occupation rent—wilful default—Deterioration—Payment of purchase-money—Conveyance—Delivery of deeds—Dismissal—deposit—Costs	- - - 1869—1876

(III.) COMPENSATION OR ABATEMENT.

FORMS:—1. Inquiry as to title, and if title not shown to part, inquiry if such part be material.	2. Specific performance, with abatement for deficient interest.
3. The like—title good, subject to requisitions—	inquiry as to expenditure by vendor—mortgage to be executed by purchaser.
4. Specific performance, with abatement for specific parcels.	5. Specific performance of agreement for a lease, with abatement.
6. Specific performance with abatement, for defect of title, and misrepresentation as to working expenses of colliery	- - 1876—1879
NOTES	- - - 1879—1881

(IV.) THE VENDOR AND PURCHASER ACT, 1874.

FORMS:—1. Requisitions declared sufficiently answered and good title shown.	2. Declaration of title.
3. Objection overruled—costs according to agreement.	4. Objections declared invalid—compensation according to contract.
5. Construction of contract—specific performance of which cannot be enforced.	6. Declaration of title upon agreed statement.
7. Title not made out—return of deposit.	8. The like—costs—appeal.
9. Title declared against, without prejudice to action to recover deposit.	10. Purchase-money deposited—rent-charge kept on foot.
11. Order discharged on appeal—repayment of interest	1882—1884
NOTES	- - - 1885

SECTION III.—AGREEMENTS FOR LEASES OR UNDERLEASES.

FORMS:—1. In action by intended lessee.	2. The like, where assessed damages are awarded in addition.
3. The like—disability to perform—	inquiry as to damages.
4. The like—declaration as to terms of lease.	5. In action by intended underlessee, where licence needed.
6. In action by intended lessee, where damages are awarded in the alternative.	7. The like—contract by correspondence—damages.
8. In action by intended lessor—houses fit for habitation.	9. Mining lease—lessee in possession—lodgment of money as security for unascertained rents and royalties.
10. Building agreement—action by intended lessee—mortgage for advances by lessor.	11. Agreement for mutual leases.
12. Inquiry if lease tendered for execution is a proper lease.	13. Waiver of title, in cases not within 37 & 38 V. c. 78, s. 2.
14. Abatement from rent for deficiency of parcels.	15. Agreement for lease, with option of further term
- - -	1886—1890
NOTES:—Procedure—Right to specific performance—Construction of the agreement—Damages—Title—Costs—Antedating leases	1891—1893

SECTION IV.—AGREEMENTS FOR SPECIAL PURPOSES.

(I.) AGREEMENT FOR TRANSFER OF SHARES.

FORM:—1. Vendor's action—transfer to be registered, purchase-money having been paid	- - - - -	Page 1893
NOTES	- - - - -	1894

(II.) EXECUTION OF WORKS.

FORMS:—1. Agreement by railway co. to construct siding.	2. Buildings to be erected—divergence between agreement and plans	-	1894, 1895
---	---	---	------------

(III.) SALE OF BUSINESS.

FORM:—1. Specific performance—waiver by Plt of stipulations in his favour	- - - - -	1895
---	-----------	------

(IV.) GRANT OF ANNUITY.

FORM:—1. Agreement to grant annuity enforced with modifications	-	1896
NOTES	- - - - -	1896

(V.) PERSONAL SERVICES.

FORM:—1. Agreement to employ a manager of works at a percentage on trade profits	- - - - -	1897
NOTES	- - - - -	1897

(VI.) COMPROMISE OF RIGHTS.

FORM:—1. Agreement for compromise of rights under a will	-	1897
NOTES	- - - - -	1898

SECTION V.—PROCEEDINGS IN DEFAULT OF COMPLIANCE.

(I.) TIME AND PLACE FOR EXECUTION.

FORM:—1. Appointment of time and place for execution—agreement for sale of land—purchaser's action-	- - - - -	1899
NOTES	- - - - -	1899

(II.) VESTING ORDER.

FORM:—2. Agreement for sale of land—purchaser's action—defaulting party declared trustee—person appointed to convey	- - -	1900
NOTES	- - - - -	1900

(III.) RESCISSION.

FORM:—3. Order rescinding contract	- - - - -	1900
NOTES	- - - - -	1901

(IV.) VENDOR'S LIEN.

FORMS:—4. Agreement for sale—vendor's lien declared at the hearing.		
5. Subsequent order enforcing lien by sale—leave to bid.	6. The like—order after attempted sales—injunction and delivery of possession.	
7. Declaration of lien for unpaid purchase-money and future instalments.	8. Payment of purchase-money into Court—delivery of possession	1901—1904
NOTES	- - - - -	1904, 1905

CHAPTER LI.

SPECIFIC RELIEF.

SECTION I.—LOST INSTRUMENTS.

FORMS:—1. Terms of lost instrument established by draft. 2. Inquiries as to lost settlement, parties interested, and property comprised. 3. Lost settlement—further order. 4. Lost title deeds—inquiry in suit for redemption. 5. The like—further order—indemnity. 6. Will found after administration judgment under prior will—inquiry as to parties—notice to proceed, in default distribution - - - Pages 1906—1908

NOTES:—Jurisdiction—Evidence—Indemnity and compensation—Costs
1909—1911

SECTION II.—MISTAKE.

FORMS:—1. Purchase set aside for mistake of title. 2. Conveyance declared partially inoperative—purchaser electing not to rescind. 3. Lease rectified on election of Deft. 4. Conveyance rectified—copy of order to be indorsed. 5. Deed re-established after actual cancellation - 1911—1913

NOTES:—Jurisdiction and procedure—What mistake may be a ground of relief—When relief will be refused—Evidence—Reconveyance—rents and profits—improvements—Costs - - - - 1913—1916

SECTION III.—FRAUD AND MISREPRESENTATION, EXPRESS OR IMPLIED.

(I.) INSTRUMENTS SUPPRESSED OR FRAUDULENTLY CANCELLED.

FORM:—1. Conveyance established though destroyed by settlor, and the estate devised by his will - - - - 1917

NOTES - - - - 1917, 1918

(II.) FORGED INSTRUMENTS.

FORMS:—1. Forged transfers of shares set aside. 2. Forged transfers—replacement of stock by co.—interim dividends. 3. Forged marriage certificate—declaration of illegitimacy—payments to supposed lawful children to be repaid by the recipients, or by the trustees 1918, 1919

NOTES - - - - 1919—1921

(III.) VOID INSTRUMENTS.

FORMS:—1. Deed executed under false representations as to its contents set aside. 2. Deed declared fraudulent—cancellation—injunction.

1921, 1922

NOTES - - - - 1922, 1923

(IV.) MISREPRESENTATION, EXPRESS OR IMPLIED.

FORM:—1. Money advanced on faith of a misrepresentation refunded. 1923

NOTES:—Misrepresentation generally - - - - 1924—1926

FORM:—2. Purchase completed through fraud, and misrepresentation set aside - - - - 1927

NOTES:—*Suggestio falsi*—vendor and purchaser - - - - 1928

FORMS:—3. Concealment by purchaser in fiduciary relation—purchase set aside—accounts—payment—re-conveyance deeds. 4. Purchase set aside, and to stand as security only for sums advanced—accounts.

1929, 1930

NOTES:—*Suppressio veri*—fiduciary purchasers - - - - 1930—1932

FORMS:—5. Misrepresentation in prospectus—allotment of shares set aside and deposit to be refunded—action by shareholder against the co. and directors. 6. Misrepresentation in prospectus—damages - Page 1932

NOTES - - - - - 1932—1935

FORM:—7. Misrepresentation and concealment by promoters—purchase set aside at suit of co. - - - - - 1935—1937

NOTES - - - - - 1937—1938

SECTION IV.—INQUITABLE AND ILLEGAL TRANSACTIONS.

(I.) ILLICIT DEALINGS BY AGENTS.

FORMS:—1. Secret profits to be refunded by directors. 2. Inquiry as to commissions, &c., received by director. 3. Contract set aside for surreptitious dealings between principal, and the agent for the other.

1939, 1940

NOTES - - - - - 1940—1942

(II.) UNDUE INFLUENCE.

FORMS:—1. Deed executed by child in favour of father set aside. 2. Deed executed for purpose of stifling a criminal prosecution set aside. 3. Gifts to alleged spiritual medium set aside—account and special directions. 4. Restitution of property obtained by undue influence. 5. Bank ordered to permit transfer which had been refused on the ground (unproved) of undue influence - - - - - 1942—1945

NOTES - - - - - 1945—1947

FORM 6:—Release of debts given by client to solr set aside - - 1947

NOTES - - - - - 1947

(III.) UNCONSCIONABLE BARGAINS.

FORMS:—1. Dealings with expectant heir set aside. 2. Purchase by trustee from *c. q. tr.* set aside. 3. The like—premiums on policy of assurance to be repaid and policy assigned - - - - - 1947—1949

NOTES - - - - - 1949—1951

(IV.) FRAUD ON MARITAL RIGHTS.

FORM:—1. Settlement set aside as in fraud of marital rights, and trusts of new settlement declared - - - - - 1951

(V.) FRAUDS ON CREDITORS.

FORMS:—1. Conveyance in fraud of creditors wholly set aside. 2. The like in administration action—inquiry as to acquiescence—costs. 3. Settlement in fraud of creditors partially set aside. 4. Settlement in fraud of creditors set aside, except as to mortgagee, without notice, of interest thereunder—consequential directions. 5. Sale in consideration of an annuity set aside, with consequent relief - - - 1951—1954

NOTES:—Jurisdiction—Form of judgment—Frauds under 13 Eliz. c. 5—Composition—creditor's deed—Acts of fraudulent preference 1954—1959

(VI.) VOLUNTARY CONVEYANCES—27 ELIZ. C. 4.

FORMS:—1. Voluntary settlement set aside in favour of purchaser. 2. Voluntary conveyance set aside in favour of mortgagee—proceeds of sale distinguished - - - - - 1959

NOTES - - - - - 1960—1962

(VII.) IMMORAL TRANSACTIONS.

FORM :—1. Inquiry as to consideration of bond alleged to have been given for past cohabitation	- - - - -	Page 1962
NOTES	- - - - -	1962, 1963

SECTION V.—SALE OF SHARES AND STOCK, AND RIGHTS AND LIABILITIES UNDER THE CUSTOM OF THE STOCK EXCHANGE.

FORMS :—1. Bank of England to permit transfer of stock. 2. Indemnity against calls in winding-up in action by vendor against ultimate purchaser—transfer executed. 3. The like. 4. The like. 5. The like—against several purchasers of shares which were no longer distinguishable, the shares having been registered in the name of an infant, and replaced in the name of the transferor. 6. The like, in action against stock jobber, where the name of an infant transferee had been passed— inquiry as to amount of indemnity. 7. Declaration of the stock jobber's liability, where registration was guaranteed-	- - - - -	1964—1968
--	-----------	-----------

NOTES :—Rights and liabilities as between transferor and transferee—Rules and customs on sale on Stock Exchange—Intermediate purchasers—Rights and liabilities of members of Stock Exchange	- - - - -	1968—1971
---	-----------	-----------

SECTION VI.—MISCELLANEOUS RIGHTS AND REMEDIES.

(I.) SPECIFIC APPROPRIATION OF CONSIGNMENTS.

FORM :—1. Appropriation of consignments to meet bills of exchange—declaration of charge and inquiry	- - - - -	1971
NOTES	- - - - -	1972—1973

(II.) STOPPAGE IN TRANSITU.

FORM :—1. Declaration of right of stoppage <i>in transitu</i>	- - - - -	1973
NOTES	- - - - -	1974, 1975

(III.) BURIAL FEES.

FORM :—1. Declaration of right to burial fees	- - - - -	1975
NOTES	- - - - -	1975

(IV.) COPYHOLDS.

FORMS :—1. Right of admission to copyholds declared. 2. Seizure of copyhold by lord set aside—copyholder reinstated	- - - - -	1975, 1976
---	-----------	------------

(V.) FORFEITURE OF LEASE	- - - - -	1976—1978
--------------------------	-----------	-----------

(VI.) CONVEYANCE OF LAND—CONVEYANCE—GRANT	- - - - -	1978, 1979
---	-----------	------------

CHAPTER LII.

PATENTS AND TRADE MARKS.

SECTION I.—PATENTS.

(I.) GRANT OF LETTERS PATENT.

FORM :—1. Order of law officer as to costs - - - Page 1980

NOTES :—Grant of letters patent—Former practice—Amendment of specification—Licences—Assignment—Co-ownership - - 1980—1984

(II.) EXTENSION OF TERM OF PATENT.

FORM :—1. Order in Council for prolongation of patent - - 1984, 1985

NOTES - - - - - 1985, 1986

(III.) REVOCATION OF PATENT.

FORMS :—1. Order nisi as to the hearing of a petition for revocation of patent. 2. Trial by jury at assizes of petition for revocation of patent. 3. Revocation of letters patent—46 & 47 V. c. 57, s. 26 (2). 4. Another form - - - - - 1987

NOTES - - - - - 1988, 1989

SECTION II.—TRADE MARKS.

FORMS :—1. Trade mark to be registered—s. 62 (5). 2. Trade mark expunged—s. 90 (1). 3. The like. 4. Register varied—s. 90. 5. Register rectified and varied—s. 90. 6. A common mark *publici juris* expunged—s. 69 (4). 7. Note added to register disclaiming exclusive use of a word. 8. Note added to register showing agreement as to use of a word. 9. Comptroller to register trade mark with disclaimer - 1989—1991

NOTES :—Trade Mark Acts—Application for registration of trade mark—Trade mark capable of registration—Advertisement of, and opposition to, application—Connection of trade mark with goodwill—Conflicting claims—Restrictions on registration—Mark calculated to deceive—Effect of registration - - - - - 1991—1999

SECTION III.—REGISTRATION OF PATENTS AND TRADE MARKS AT THE PATENT OFFICE.

FORM :—Rectification of register of patents—s. 90 - - - 2000

NOTES :—Register of patents—Register of trade marks—Entries, &c.—Rectification of register - - - - - 2000—2004

CHAPTER LIII.

LANDS CLAUSES CONSOLIDATION ACT, 1845.

SECTION I.—PROCEEDINGS BEFORE ENTRY.

FORM :—1. Damages committed under statutory powers — compensation - - - - - 2005

NOTES :—Arbitration under the L. C. C. Act—Costs of arbitration—Assessment of compensation by Court - - - - - 2005—2008

FORM:—2. Company to purchase whole property—inquiry as to title— a. 92	Page 2008
NOTES - - - - -	2009, 2010
FORM:—3. Appointment of guardian for the purposes of selling and con- veying an infant's estate under the L. C. C. Acts, 1845, 1850, and 1859 - - - - -	2010, 2011

SECTION II.—PAYMENT INTO COURT—DEDUCTION FOR INJURY—INTERIM INVESTMENT.

FORMS:—1. Interim investment—interest to be paid to tenant for life— a. 70. 2. The like—interest paid to incumbent, for churchwardens, as charity trustees—s. 70. 3. Interim investment in real securities—s. 70. 4. Inquiry as to compensation to tenant for life for injury, &c., out of the fund—s. 73. 5. Part of compensation money paid to incumbent for injury, &c.—interim investment of residue in stock—interest to be paid to petitioner and his successors—ss. 70, 73. 6. Inquiries as to right of tenant for life to equivalent for royalties on brick earth, and tines of copyholds—payment to him of compensation for temporary occupation and injury—ss. 69, 70, 73 - - - - -	2011, 2012
NOTES:—Payment into Court—injury to tenant for life—ss. 69, 70, 73— Interim investment—s. 70 - - - - -	2013—2015

SECTION III.—APPLICATION OF FUND IN COURT.

NOTES:—Modes of applying fund—Procedure for application of fund—Affi- davit of title and of no other claim - - - - -	2015—2017
---	-----------

(I.) DISCHARGE OF INCUMBRANCES.

FORMS:—1. Purchase or redemption of land tax—s. 69. 2. Discharge of incumbrance—s. 69. 3. The like—where incumbrance equitable. 2017, 2018	
NOTES:—Redemption of land tax—Discharge of incumbrances - - - - -	2019

(II.) RE-INVESTMENT IN LAND.

FORMS:—1. Re-investment in land—interest of residue paid to tenant for life —ss. 69, 70. 2. The like—in two estates—petitioner to supply deficiency —s. 69. 3. The like—part of purchase-money provided out of fund standing to another credit—stamp duty—costs. 4. The like—in one estate, out of funds belonging to distinct charities—apportionment between them rateably—s. 69. 5. Re-investment in land registered under the Land Transfer Act, 1875, subject to a registered charge under the same Act (38 & 39 V. c. 87). 6. Purchase-money of copyholds applied in en- franchising other copyholds settled on the like trusts—s. 69 - 2019—2023	
NOTES - - - - -	2024

(III.) INVESTMENT IN BUILDINGS.

FORMS:—1. Inquiry as to removing or replacing buildings, or substituting others—if approved, fund to be applied—s. 69. 2. The like—without previous inquiry—advances during the progress of works—s. 69. 3. Erection of buildings on glebe lands. 4. Purchase-money to be paid to the Governors of Queen Anne's Bounty, to be applied in erecting cottages on glebe land. 5. Repayment of sums expended by tenant for life in permanent improvements—s. 69 - - - - -	2024—2026
NOTES - - - - -	2026, 2027

(IV.) PAYMENT OUT.

FORM:—1. Order for payment out to person absolutely entitled - Page 2027

NOTES - - - - - 2028, 2029

SECTION IV.—ESTATES IN LEASE—TENANT FOR LIFE AND REMAINDERMAN.

FORMS:—1. Purchase-money of leasehold apportioned and paid by way of annuity. 2. Leaseholds in settlement—compensation fund to be invested by trustees—annual sum equal to rent reserved to be provided for tenant for life by means of interest and periodical sales—s. 74 - 2030, 2031

NOTES - - - - - 2031—2033

SECTION V.—ENTRY ON LAND BEFORE PURCHASE—s. 85—REPAYMENT OF DEPOSIT—s. 87.

FORMS:—1. Repayment to promoters of deposit made on entering on lands—ss. 85—87. 2. Payment of deposit to landowners' representatives—co. to pay interest—ss. 85—87. 3. Payment of compensation money with interest out of deposit—ss. 85—87. 4. Payment out of deposit of the interest on amount recovered for compensation and severance from time of entry, and of costs; and of balance to the co.—ss. 85—87 - 2033, 2034

NOTES - - - - - 2034—2036

SECTION VI.—Costs.

(I.) COMPULSORY PURCHASES—COSTS UNDER S. 80.

FORMS:—1. Taxation of costs. 2. The like, part of purchase-money provided out of fund in Court. 3. The like, on the change of an incumbent entitled to the interest of an investment in stock. 4. Costs of application to be borne equally—of re-investment rateably 2036—2038

NOTES : — Costs under s. 80 generally — Costs of unnecessary service or appearances—Costs of repeated applications, and transmissions of interest—Costs of adverse litigation—Costs as between different companies

(II.) COSTS OF CONVEYANCE—SS. 82, 83.

Form:—1. Order of course to tax bill of costs of conveyance, &c. 2044, 2045

NOTES - - - - - 2045

(III.) COSTS UNDER SPECIAL ACTS - - 2046, 2047

CHAPTER LIV.

THE RAILWAY COMPANIES ACT, 1867 (30 & 31 V. c. 127).

FORMS:—1. Order to confirm scheme—ss. 16, 17—G. O., 24 Jan. 1868, rr. 15–20, and O. LXI. 10. 2. Scheme confirmed—declaration as to its effect. 3. Inrolment stayed for the purpose of appeal—s. 18; O. LXI. 11. 4. Order giving leave to issue writ—s. 9. 5. Order giving leave to file a fresh scheme - - - - - 2048, 2049

NOTES:—Scheme of arrangement—Debenture stock - - 2049—2052

VOL. III.

b

CHAPTER LV.

PARLIAMENTARY DEPOSITS.

- FORMS:**—1. Order for payment of deposit out of Court—9 & 10 V. c. 20, s. 5.
 2. Payment out of Court, etc. of treasury bill of execution of bond under the provisions of the special Act. 3. The like on certificate of secretary to the Board of Trade of maturity of capital paid up, and part completion.
 4. Order for inquiries on petition for payment out of parliamentary deposit. 5. Another form. 6. Inquiry as to expenses of obtaining Acts of Parliament. 7. Declaration as to application of fund in Court, and inquiry as to creditors. 8. Another form—declarations as to application of fund and rights of creditors. 9. Abandonment under special Railway Act—inquiries as to persons entitled to compensation. 10. Abandonment of tramway—inquiries as to interference with property of land-owners and road authorities. 11. Another form. Pages 2053—2057
- NOTES:**—Parliamentary deposits—Special provisions in Railway or Tramway Acts—Abandonment of Railway Acts—The Tramways Act, 1870, 33 & 34 V. c. 75,—Life Assurance Cos Acts, 1870—1872 - 2057—2063

CHAPTER LVI.

COMPANIES.

- (I.) **REDUCTION OF CAPITAL—THE COMPANIES ACTS, 1867, 1877 (30 & 31 V. c. 131, ss. 9—20; 40 & 41 V. c. 26).**

FORMS:—1. Order confirming special resolution—notice to creditors dispensed with. 2. Minute approved by the Court. 3. Another form. 4. Another form. 5. Another form. 6. Another form. 7. Another form, where unissued shares were left unreduced. 8. Inquiries as to creditors—notice of presentation of petition. 9. Order to pay fund into Court to secure objecting creditors. 10. The like—liberty to apply when debentures paid off - - - - - 2064—2068

NOTES:—Cos Acts, 1867 and 1877 - - - - - 2068—2072

- (II.) **COMPANIES (MEMORANDUM OF ASSOCIATION) ACT, 1890 (53 & 54 V. c. 62)**

FORMS:—1. Power to add clause to deed of settlement. 2. Altering memorandum of association—name of co. to be altered - - 2072—2074

NOTES - - - - - 2074—2076

CHAPTER LVII.

COPYHOLD ACTS—COMPENSATION ON ENFRANCHISEMENT.

FORMS:—1. Inquiry, in an action, whether enfranchisement beneficial—manorial title—deeds—payment of compensation—15 & 16 V. c. 51, ss. 22, 39; 52 & 53 V. c. 30. 2. Consideration money and railway compensation invested in one estate—petitioner to supply deficiency—apportionment of costs—s. 39. 3. Consideration money invested in the purchase of land—title and conveyance approved by the order—costs—petitioners to supply deficiency—s. 39. 4. Discharge of an incumbrance—s. 39. 5. Consideration money invested in stock—interest to tenant for life—s. 39 - - - - - 2077—2079

NOTES - - - - - 2079, 2080

CHAPTER LVIII.

DEFENCE ACTS.

FORMS: —1. Compensation applied in recouping tenant in tail the expense of providing steam engine, &c. to make good deficiency of water supply—5 & 6 V. c. 94, s. 26; 23 & 24 V. c. 112, ss. 23, 46. 2. Compensation laid out in stock—Income to tenant for life—Costs -	Pages 2081
NOTES - - - - -	- 2082, 2083

CHAPTER LIX.

DECLARATION OF TITLE ACT, 1862 (25 & 26 V. c. 67).

FORMS: —1. Reference of title—s. 6. 2. Conditional order after certificate—ss. 8, 9. 3. Final order after advertisements—s. 15 -	- 2084, 2085
NOTES - - - - -	- 2085

CHAPTER LX.

NATIONAL DEBT ACT, 1870 (33 & 34 V. c. 71), ss. 51—68 (UNCLAIMED STOCK AND DIVIDENDS).

FORMS: —1. Inquiry as to title to the fund—s. 55. 2. Order for transfer and payment, without a previous inquiry—s. 55. 3. Order after inquiry—stock standing in the name of a trustee. 4. Order for transfer and payment to second claimant—s. 60 - - - -	2086, 2087
NOTES - - - - -	2087—2089

ADDENDA, &c. - - - - -	2091—2148
TABLE OF STATUTES - - - - -	2149—2175
TABLE OF RULES AND ORDERS - - - - -	2177—2186

GENERAL INDEX - - - - -	2187—2607
--------------------------------	-----------

TABLE OF CASES.

N.B.—*Figures printed thus [348] refer to the Forms.*
Vol. I. ends with p. 748; Vol. II. with p. 1772.

A.		PAGE		PAGE
AARON v. Aaron		1371	Acherley v. Vernon	630
Aas v. Benham	593 Add.	1805	Ackland v. Gravener	660
A. B., <i>Re</i>		949	Ackroyd v. Ackroyd	1264, 1265, [1382], 1384, 1422
A. v. B.		24	— v. Smith	507
— v. Bolton		440	— v. Smithson	1268, 1307, 1308
Abadam v. Abadam		1378	Acland v. Gaisford	1870
Abbey v. Petch	1157,	1169	Acomb v. Landed Est. Co.	63
Abbis v. Winter		1201	Acraman v. Price	1846
Abbott, <i>Re</i> (4 L. T. N. S. 576)		236	Acton v. Blundell	513
— (18 Beav. 393)		247	— v. Crawley, <i>Re</i> Crawley	1483
—, Peacock v. Frigent		1356	Ada Crookes, <i>Re</i>	888
— v. Fraser	1144,	1145	Adair's Patent, <i>Re</i>	1986
— v. Sworder		1875	Adair v. Shaw	780, 1191, 1420
Abby v. Gilford		1264	— v. Young	545, 744, 745
Abdul Messih v. Farra		1335	Adam's Policy, <i>Re</i>	770, 772
Abell v. Screech		1233	— Trusts, <i>Re</i>	1079
Aberaman Ironworks v. Wickens	1710, 1872, 1874, 1927, 1928		Adam, <i>Re</i>	1048
Aberavon (Corp. of) v. Momus		1149	— v. Newbigging	1798, 1810
Abercrombie v. Jordan		951	— v. Townend	148
Aberdare Ry. Co., <i>Re</i>		2034	Adames v. Hallett	1202, 1233, 1957
—, <i>Exp.</i>			Adams' Settled Estates, <i>Re</i>	1502
— Glyn [2034]			Adams, <i>Re</i> (30th Nov. 1875, A. 1879)	250
— v. Hankey		741	— (27 W. R. 110)	288
Aberdeen v. Chitty		661	— (57 L. T. N. S. 337)	1055
Abergavenny Improvement Coms. v. Straker		519	— (66 L. T. N. S. 610)	2003
Abergavenny v. Thomas	[1572]		— (12 Ch. D. 634)	1078
Abernethy v. Hutchinson		581	—, <i>Exp.</i> Griffith	228, 933
Aberystwith Ry. Co., <i>Re</i>		2058	—, Adams v. Adams	858
Abingdon (E.) v. Way	1157,	1169	— Add.	
Abinger (L.) v. Ashton		467	— and the Kensington Vestry, <i>Re</i>	1308
Abington v. Green		1910	— v. Angell	1757
Aboulloff v. Oppenheimer		626	— v. Barry	1256, 1277, 1281
Abraham v. Bubbs		477	— v. Batley	60 Add.
— v. Newcombe		788	— v. Battey, Cole v. Fran- cis	60, 84
Abrahams v. Charig, <i>Re</i> Charig	1255		— v. Blackwall Ry. Co.	1835
— v. Corp. of London	596, 601, 604		— v. Broke	1838
Abram v. Cunningham		1196	— v. Cattley	355 Add.
Abrey v. Newman	109, 1252		— v. Clementson	580
Abstainers Ins. Co., <i>Re</i>	2069, 2070		— v. Clutterbuck	517
Abud v. Riches	50, 384, 388		— v. Dunn	[973]
Aburrow v. Aburrow		661	— v. Fisher	64, 75, 77, 78, 1157
— v. Pink	[1455]		— v. G. N. of Scotland Ry. Co.	359
Acason v. Greenwood, <i>Re</i> Grey	768		— v. Lloyd	73, 83
Accident Ins. Co. v. Accident, Disease, &c. Ins. Co.	[540], 546			

	PAGE		PAGE
Adams v. Morgan	140	Akerman, <i>Re</i> , Akerman v. Akerman	1389
— v. North Brit. Ry.	551	Akhurst v. Jackson	1810
— v. Sworder	1932	Albert Life Ass. Co., <i>Re</i> 1904, 1905	
— v. Walter	1224	— (Prince) v. Strange 573, 585	
Adamson v. Gatty	492	Albion, &c. Co., <i>Re</i>	1675
— v. Gill	466	— Ass. Co., <i>Re</i> , <i>Exp.</i> Brown 1806	
— v. Wilson	455	— v. Martin	1941
Adcock v. Peters	1189	— Bank and Discount Co., Limited, <i>Re</i>	[172]
Addams v. Forich	1368	Alchin's Trusts, <i>Re</i>	1092
Adderley v. Dixon	1835	Alchin v. Rogers	[310]
Addison v. Cox	1663	Alchorne v. Gomme	1632
— v. Tapp, <i>Re</i> Hurst	824	Alcock, <i>Exp.</i>	386
Addlestone Linoleum Co., <i>Re</i>	605	—, <i>Re</i>	247
Adey v. Arnold	967	—, Prescott v. Phipps 1583, 1610	
Adie v. Clarke	569	— v. Sloper	1417, 1418
Ador, <i>Exp.</i> , <i>Re</i> Browne	1217	— v. Smith	1337
Advocate (Ld.) v. Drysdale	1120	Aldborough v. Trye	1950
Affleck v. Affleck	1469	Alden v. Beckley	16, 148
Agabeg v. Hartwell	221	— v. Foster	[1647], 1650
Agar Ellis, <i>Re</i> , A. G. v. Lascelles 887		Alder v. Foster	[1647]
—, Agar Ellis v. Lascelles	881, 888	Alderson v. Elgey	1604
— v. Lascelles	886	— v. Petrie	1232
Agar v. Fairflax 1550, 1551, 1558		— v. White	1583
— v. George	1430	Aldred's Estate, <i>Re</i> 1004, 2016, 2024, 2026, 2027	
Agassiz v. Squire	1468	Aldrich v. Cooper	1741
Agar v. Blacklock	264	Aldridge v. Cooper	1146
— v. P. & O. Co.	576, 582	— v. Mesner	444
Agg-Gardener, <i>Re</i>	1874	— v. Westbrook	993, 1213
— v. Agg [1188, 1240, 1317]		Aldworth v. Robinson	1792
Agnew v. Usher	17	Alexander, <i>Exp.</i>	1468, 1705
Agra Bank, <i>Exp.</i>	1664	—, <i>Re</i>	1337
— v. Barry	1751, 1753	— v. Barnhill	778
Agricultural, &c. Co., <i>Exp.</i>		— v. Brame 1138, 1143, 1144	
—, Hughes 1608		— v. Calder, <i>Re</i> Wilson 1246	
—, <i>Re</i> 278, 1158		— v. Cross, <i>Re</i> Cousins 1835	
— Hotel Co., <i>Re</i> 2065, [2066], 2068		— v. Crystal Palace Ry. Co.	2009
Ahrbecker v. Frost	224, 361	— v. Mills	1467, 1857
Aikman v. Aikman	1334	— v. Simpson	608
Ailesbury's (M.) Settled Estates, <i>Re</i> 734 Add., 1505, 1511, 1522, 1523 Add.		— v. W. E. & L. Ry. [595]	
Ailesbury (M. of), <i>Re</i>	[1520]	Alexandra Palace Co., <i>Re</i> 59, 605, 606	
—, and Lord Iveagh	769 Add., 1503 Add., 1504 Add., 1507 Add., 1524 Add.	Aleyn v. Belchier	1407
Ainslie, <i>Re</i> , Ainslie v. Ainslie	1499	Alfaro v. De la Torre	1825
—, Swinburne v. Ainslie	481	Alford, <i>Re</i> , Hunt v. Parry 854, 856	
— v. Harcourt	1493	— v. Clay	1156
Ainsworth, <i>Re</i> , Druitt v. Seward 1328		Alfred Holt, <i>Re</i>	1768
— v. Alman	43	Alger v. Parrott	1327
— v. Bentley	540, 577	Algernann v. Ford	1353
— v. Starkie	56	Alice Eliza Smith, <i>Re</i>	790
— v. Walmsley	542, 546	Alice Kemp, <i>Re</i>	860
Aird's Estate, Aird v. Quick 1265, 1465		Alice Rogers, <i>Re</i>	789
Aisey v. Bower	1753	Alicia Race's Case	884, 887
Aitchison v. Dixon	1335	Alison's Case	1182
Aitken, <i>Re</i>	359	Alison, <i>Re</i> , Johnson v. Mounsey 1606	
— v. Batchelor	353 Add.	— v. Alison, <i>Re</i> Sutcliffe	77
Aitkin v. Butler	[1412]	Allam, <i>Exp.</i> , <i>Re</i> Munday	1673
		Allan, <i>Exp.</i> , <i>Re</i> Munday	1680
		—, <i>Re</i> , Havelock v. Havelock	854, 856

	PAGE		PAGE
Allan v. Backhouse	833	Allhusen v. Brooking	466
— v. El. Tel. Co.	721	— v. Labouchere	84
— v. Gomme	507	— v. Whittell [1412], 1418,	1419, 1420
— v. Gott	1293	Alliance Bank of Simla v. Carey	1221
Allason, <i>Re</i>	1392	— Soc., <i>Re</i>	1771
Allbutt v. General Council of		— Mar. Ins. Co., <i>Re</i>	2075
Medical Education	587	— Pure White Lead Syn-	
Allcard v. Skinner . . 1945, 1946		dicate v. McIvors	560
Allen, <i>Re</i> (34 Ch. Div. 433) . .	267,	Allin, <i>Re</i> [1323],	1391
—	268	Allingham, <i>Re</i>	252
— (40 L. T. N. S. 456)	1016	Allison v. Frisby, <i>Re</i> Frisby .	1220,
— (Kay, li.)	1011, 1014	—	1605
— (8 Ch. 417)	835, [850]	Allnutt, <i>Re</i> , Pott v. Brassey .	1430
— (25 Mar. 1854)	1071	Alloway v. Le Steere	1163
— (30 Beav. 395)	1295	Allsop v. Day	1671
— , Davies v. Chatwood . . .	229,	Allsopp v. Wheatcroft . . .	468, 470
—	916	Almada and Tiritto Co., <i>Re</i> . .	605
— , Simes v. Simes	276, 1021	Alsager v. Rowley	1320
— v. Aldridge	237	Alsbury, <i>Re</i> , Sugden v. Als-	
— v. Allen (10 P. D. 187) . .	395	bury	1421, 1483
— (V.-C. M., 26 July,		Alsop v. Bell	[1176]
1876)	895	— v. L. Oxford	236, 257, 262
— (21 W. R. 842) [1548],		Alston, <i>Exp.</i>	1742
—	1552, 1553	— v. Trollope	1224
— (V.-C. E., 10 Mar.		Alt v. Alt	1425
1847, A. 678) [1564],		Altman v. Royal Aquarium Co.,	[465]
—	1563	Alton v. Harrison [400, 401, 402],	
— (25 Mar. 1847, A.		—	402, 1676, 1956
852)	[1564]	Alvanley (Baron) v. Kinnaird	[920],
— v. Anthony	1751	—	1279
— v. Bone	[913]	Alvine v. Bond	295
— v. Bonnett	1956	Ambler, <i>Re</i>	1022
— v. Cort, <i>Re</i> Harrison . . .	1225	— v. Bolton	1800, 1817
— v. Coster	854	— v. Lindsay, <i>Re</i> Lovett .	1197,
— v. De Lisle	1792	—	1320
— v. Donnelly	630	Ambroise v. Evelyn	36, 121
— v. Embleton	1284	Ambrose Lake Co., <i>Re</i> . . .	1941
— v. Graves	1969	— v. Dunmow Union . . .	1155
— v. Jarvis	725, 998	American Braided Wire Co. v.	
— v. Kennet	1249	Thomson	[548], 568
— v. Knight	1756	— Exchange v. Gillig . . .	407
— v. Lloyd	653	— Pastoral Co., <i>Re</i> [2066]	
— v. Longstaffe	1351	— Tobacco Co. v. Guest .	545
— v. Martin	476, 486	—	Add.
— v. M'Pherson	1195	Ames, <i>Re</i> , Ames v. Ames .	1510 Add.
— v. Norris, <i>Re</i> Norris . . .	1019, 1021	— v. Taylor	998
— v. Oakley	156, 277, 347	— v. Birkenhead Docks .	655, 657
— v. Papworth	1636	— v. Cadogan	263
— v. Richardson	308, 1881	— v. Comyns	1550, 1568
— v. Royden	82	— v. Parkinson	1255
— v. Seckham	494	Amesbury v. Brown	1609
— v. Southampton, <i>Re</i> Lord		Amicable Soc., <i>Re</i>	1024
Southampton	1748, 1751	Amies' Estate, <i>Re</i>	759
— v. Taylor	468, 494, 494 Add.	Amies v. Skittam	788
— v. Taylor, <i>Re</i> Gyhon . . .	148, 1189	Amis v. Hall	989
— v. Vokes	526	Amory v. Brown	550
— v. Williams	392	Amos, <i>Re</i> , Carrier v. Price .	1326
Alleyn's College, Dulwich, <i>Re</i> .	1098	— v. Chadwick	[703], 706
Alleyne v. Hussey	1429	— v. Herne Bay Pavilion	
Allfrey v. Allfrey	1156, 1158, 1178	Co.	35
Allgood v. Heywood	1482	Amphlett v. Parke	1308, 1419
— v. Merrybent, &c. Ry.		Amphill, The	665
Co.	610, 1903, 1905	Amstell v. Lesser	692
Allhusen v. Borries	1796, 1798		

Table of Cases.

xxv

	PAGE		PAGE
Anon. (W. N. (76) 12)	340, 458	Ardley v. St. Pancras Guardians	486, 508
— (W. N. (76) 21)	458	Arkwright v. Wasbold	1924, 1925, 1938
— (2 K. & J. 441)	592	Armit, <i>Re</i>	903
— (5 N. R. 358)	451	Armitage, <i>Re</i> , <i>Exp.</i> Moore and Robinson's Bank-	
— (12 Ves. 5)	661	ing Co.	1683
— (W. N. (75) 204)	448	— v. Ashham	2045
— (6 Ves. 288)	402	— v. Coates	321
— (1 Y. & C. Ex. 331)	408	— v. Elworthy	1247
Ansdell v. Ansdell	817	— v. Fitzwilliam	10
Ansell v. Gaubert	[535]	— v. Walker	1768
Ansley v. Cotton	206	— v. Williams	1324
Anson (L.) v. Hodges	1874	Armitstead v. Durham	455
— v. Potter	1007	Armour v. Bate	113 <i>Add.</i>
— v. Towgood	297	— v. Walker	96
Anspach (Marq.) v. Noel	[1860]	Armston, <i>Re</i>	1015
Anstey v. Hobson	876	Armstrong, <i>Re</i>	1077
— v. N. & S. Woolwich & Co.	62	—, <i>Exp.</i> Boyd	776
Anstice, <i>Re</i> , Anstice v. Hibbell	37	— Gilchrist	774
Anstis, <i>Re</i> , Chetwynd v. Morgan	1429, 1469	— v. Armstrong (I. R. 7 Eq. 84)	94
Anstruther v. Chalmer	1336	— (21 Beav. 78)	614
Anthony, <i>Re</i> , Anthony v. Anthony	1796	— (12 Eq. 614)	676, 1271, 1279, 1328
Aplin v. Cates	444	— (18 Eq. 541)	1461
Apollinaris Co., <i>Re</i>	28, 1992, 1993, 1995, 1998, 1999, 2001, 2002	— v. Burnet	1368
— Trade Mark, <i>Re</i>	741	— v. Milburn	1223
— v. Edwards	537	— v. Reeve	1139
— v. Norrish	546	— v. Stockham	203
— v. Wilson	28	— v. Stone	1615
Applebee, <i>Re</i> , Leveson v. Beales	1202, 1320	— v. Storer	1190, 1212, 1213
Appleby v. Duko	1618	Army and Navy Co-operative Soc. Lim. v. Army, Navy and Civil Service Soc. of India, Lim.	546 <i>Add.</i>
Appleford v. Judkins	721	Arnett v. Swann	[1128]
Appleton, <i>Re</i> , Barber v. Tebbit	1353	Arnison v. Smith	105, 736, [1932], 1934
— v. Rowley	764, 1326	Arnold, <i>Exp.</i> , <i>Re</i> Batterssea Park Acts	870
Apthorpe v. Apthorpe	396, 433	—, <i>Re</i>	1835, 2016
Aquilar v. Aquilar	801	—, Arnold v. Arnold	1843, 1880, 1881
Arab, The	1741	—, Ravenscroft v. Work-	
Arbenz, <i>Re</i>	7, 1995, 1996	man	1147
Arbib and Class, <i>Re</i>	1856, 1886	— v. Arnold	205, 1068, 1335
—, <i>Re</i>	1020	— v. Blaker	509
Arbuckle, <i>Re</i>	850, 855	— v. Dixon	870, 1307, 1552
Arbuthnot v. Bunsilall	1181, 1608	— v. Ennis	978
Arcedeckne, <i>Re</i> , Atkins v. Arce-		— v. Furness By.	523, 524
deckne	1669, 1785	— v. Garner	1640
— v. Howard (L.)	1784	— v. Kayess, <i>Re</i> Taber	768, 1376
Archdale v. Anderson	296	— v. Woodhams	762, 769
Archer's Case	1941	Arnot's Case	737, 1915
Archer v. Archer	669	Arnott, <i>Re</i>	79
— v. Harrison	[1764], 1766	— v. Archbold	890
— v. Hudson	1946	— v. Hayes	72, 138
— v. Kelly	1429	Arnould v. Grinstead	1004
— v. Lavender	964	Arrowsmith, <i>Exp.</i> , <i>Re</i> Leveson	1665
— v. Pratt, <i>Re</i> Smeed	856	—, <i>Re</i>	1047
Archibald, Orr-Ewing & Co. v. R. Johnston & Co.	[88]		
Arden, <i>Re</i>	1081		
— (Ld.)	2017		
— v. Arden	433, 669, 916, 961, 1664, 1750, 1753		

	PAGE		PAGE
Arthington v. Hardcastle .	[678]	Askew v. Lewis . . .	1674
Arthur, <i>Re</i> , Arthur v. Wynne .	1234	— v. Millington . . .	1898
— Average Assoc., <i>Re</i> . . .	287	— v. N. E. Ry. . . .	34
— v. Higgs	[1623]	— v. Peddle	167
— v. Hughes	1251	— v. Poulterers' Co. . .	630
— v. Lamb	478	— v. Woodhead 2031, 2032, 2043	
— v. Mackinnon	1365	Askham v. Barker . . .	1468
Artistic Colour Printing Co. .	703	Askin v. Thompson . . .	1206, 1252
Artizans' Dwellings Act, <i>Re</i> , Exp. Jones	2041	Aslatt v. Southampton Corp. .	457, [601], 602, 608
Artola Hermanos, <i>Re</i> , <i>Exp.</i> Chale	1338	Aspden v. Seddon . . .	254, 501
Arundell v. Bell	1809	Aspinall v. Bourne . . .	1145
Asbury, <i>Re</i> , Asbury v. Asbury .	1267	Aspinalls and Powell, <i>Re</i> . .	1881
Ashburner v. Macguire . . .	1368, 1384	Asser v. Gootze	365
— v. Sewell 1855, 1856, 1881		Astbury, <i>Exp.</i>	1682, 1683
Ashburnham's Trusts, <i>Re</i> . . .	1013	Aste v. Stumore	57
Ashburton v. Ashburton . . .	869	Astle v. Wright	1810
Ashbury, &c. Co. v. Riche . . .	607	Astley v. Essex (E.). . .	1354, 1452
— v. Ellis	626 <i>Add.</i>	— v. Micklethwaite . . .	1354
Ashby, <i>Re</i> , <i>Exp.</i> Wreford . . .	1956	— v. Powis	1732
— v. Blackwell	1920	Aston's Case	84
— v. Costin	1767	Aston, <i>Re</i>	1071, 1079
— v. Day	1786, 1788	—, <i>In the goods of</i> . . .	1366
— v. Hincks	478	— v. Aston (1 Vez. 264) . .	477
Ashcroft, <i>Re</i> , <i>Exp.</i> Todd . . .	1956	— v. Aston (3 Atk. 302) [811]	
Ashenhurst's Patent	1983	— v. Exeter (L.)	86
Ashenhurst v. James	1609	— v. Meredith.	1552
Ashford v. Brooke, <i>Re</i> Hooper .	1295	— v. Wood 287, 1138, 1140, 1142, 1148	
Ashhurst v. Mason	[1776], 1784, 1785	Atcheson v. Atcheson . . .	800
Ashley v. Ashley	1232	Atherton, <i>Re</i>	1507, 1511
— v. Taylor	39, 104, 109	— v. Brit. Nation Co. . .	744
Ashlin v. Lee	1221	— v. Morriman [1126], 1136	
Ashling v. Boon	141	Athill, <i>Re</i> , Athill v. Athill 1294, 1295	
Ashmoad's Trusts, <i>Re</i>	2088	Atkins, <i>Exp.</i> Edmonds . . .	1200
Ashmote v. Morgan, <i>Re</i> Mor- gan	[1239]	—, <i>Re</i>	106
Ashton, <i>Re</i>	1091, 1099, 1124	— Estate, <i>Re</i>	2017
—, <i>Exp.</i> , McGowan	917	— v. Arcedeckne, <i>Re</i> Arce- deckne	1669, 1785
— v. Blackshaw	1676	— v. Cooke	28, 339
— v. Corrigan	1587 [1694], 1703, 1836	— v. Delmege	939
— v. Dalton	833, 1703	— v. Farr	1918
— v. Jones	1138	— v. Shephard, <i>Re</i> Shep- hard	103, 105, 658, 667, 669
— v. L. Langdale	1129, 1144	Atkinson, <i>Re</i> (26 Beav. 151) .	234
— v. McDougall	837	— (30 Ch. D. 605)	1507, 1508
— v. Stock	500, 504	— (31 Ch. D. 577)	1510
— v. Wood	960	— (Ir. Rep. 5 Eq. 219)	1391
Ashwell, <i>Re</i>	1378	— (M. R. 2 Aug. 1852)	873
— v. Staunton	1607	—, Anderson v. At- kinson	206, 1336
Ashwin, <i>Re</i>	722	— v. Abbott	915, 916
Ashworth, <i>Exp.</i>	1212	— v. Barton	1561
— v. Hebden Bridge Local Board	608	— v. Leonard	1909
— v. Lord	1621, 1638	— v. Littlewood	1352, 1464
— v. Munn [1132], 1143, 1145		— v. Mackreth	945, 1821
— v. Outram . 264, 385, 387, 406, 633, 726, 734, 735, 757, 760, 770, 774		— v. Ormerod, <i>Re</i> Orme- rod	[926]
— v. Outram (2)	723, 726	— v. Powell, <i>Re</i> York [697], 698, 1236, 1288	
— v. Roberts	73	— v. Smith	777, 1960
Askew's Case	1933		
Askew v. Askew	1327		

	PAGE		PAGE
Atkins v. Wright	69	A. G. v. Cambridge (Corp. of) . .	604
Atlantic Mutual Ins. Co. v. Huth [1169]	1172	— v. Cambridge Gas Co.	40, 525
Attenborough, Re	1670	— v. Camelford	[1085]
— v. St. Katharine Dock Co.	441	— v. Campbell	205, 1196
Atterbury v. Wallis	1750	— v. Carrington	226, 228, 1270
Attey v. Etough	320	— v. Chamberlaine	333
A. G. v. Abdy	206	— v. Chambers	279, 333, [498], 503, 1573
— v. Acton Local Board	466, 528, 532	— v. Chapman	141 Add., 1254
— v. Ailesbury (M. of)	867, 869, 872, 1194	— v. Charles	459
— v. Akers	906, 907	— v. Charlton	206
— v. Alford	987, 988, 1180	— v. Chester (Bp.)	1091
— v. Anderson	613, 1093, 1122	— v. Chester Corp.	1088, 1104
— v. Andrews	599	— v. Chesterfield	1170
— v. Arkcoll	325	— v. Christ Church, Oxford	1120, 1869
— v. Ashburnham	1104	— v. Christ's Hosp.	1122
— v. Aspinall	608, 1121	— v. Clack	1020
— v. Attwood	1156	— v. Clapham	144, 613, 1024, 1084, 1094, 1122
— v. Avon (Corp. of)	40	— v. Clarendon (E.)	1122
— v. Bagot	1094	— v. Clements	905, 907
— v. Barry Dock & Ry. Co.	507, [507], 510, 594, 598	— v. Cockermouth L. B.	531, 601, 602
— v. Basingstoke (Corp. of)	531	— v. Colney Hatch Asylum	529, 530, 531, 532, 534
— v. Batley (Corp. of)	608	— v. Constable	350
— v. Bedham Sch.	1092	— v. Cooper	1099, 1111
— v. Berkeley (Sir G. H. F.) and Wife and Lord Hotham	[1119]	— v. Coopers' Co.	[1088], 1090, 1124
— v. Berkeley	81	— v. Cordwainers' Co.	1124
— v. Bermondsey (Vestry of)	460	— v. Craven (E.)	1086
— v. Beverley	1093, 1124	— v. Crofts	1602
— v. Biphosphated Guano Co.	470	— v. Coventry (Mayor of)	402, 403, 1021
— v. Birm. (Corp. of)	43, 1599	— v. Cullison	1096
— v. Birm. Council	531, 532, 533, 534	— v. Cuming	611, 612, 992
— v. Blagdon	573	— v. Dalton	[1086]
— v. Blizzard	1139	— v. Daniel	[1117]
— v. Boddington	[1085]	— v. Davey	1120, 1122
— v. Boothby	[672]	— v. Davies	1142
— v. Boucherett	1111, 1122	— v. Day	653
— v. Bovill	1084	— v. De Tastet	380
— v. Bowyer	1094	— v. Devon (E.)	1084
— v. Boyle	[627], 630	— v. Dorking Guardians	532, 533
— v. Bradford Canal	531, 534	— v. Dowling	207
— v. Bradlaugh	722	— v. Drapers' Co.	257, 259, 265, 1120, 1122, 1124
— v. Brandreth	1084	— v. Drummond	1093
— v. Brecon (Corp. of)	603	— v. Dulwich Coll.	1092
— v. Brentford Sch.	1124	— v. Eastlake	600, 603, 1139
— v. Brereton	1090	— v. East Retford	1120
— v. Brettingham	1122	— v. Edmunds	1155
— v. Brewers Co.	996	— v. Emerson	64, 74, 75, 743, 745
— v. Brickdale	1087	— v. Etheridge	613
— v. Briggs	470	— v. Ewelme Hosp.	1092, 1093
— v. Bristol	1093, 1120, 1123	— v. Exeter (Corp. of)	[1085]
— v. Brooke	1090	— v. Faa	[333]
— v. Brown	83	— v. Fishmongers' Co.	1104, 1124, 1141, 1146
— v. Bunce	1093, 1094	— v. Fitzgerald	1093, 1094, 1334
— v. Bunning	1194	— v. Flint	334
— v. Caius Coll.	1084, 1094, 1096, 1104, [1119], 1122, 1123	— v. Floyer	207
— v. Calvert	1093, 1094	— v. Foster	1085

	PAGE		PAGE
A. G. v. Foundling Hosp.	1092	A. G. v. Ironmongers' Co. 1090,	1104
— v. Foord	1120	— v. Jackson	205
— v. Forbes	205	— v. Jesus Coll., Oxford	1123
— v. Francis.	520, 525	— v. Jones	1143
— v. Fullerton	1574	— v. Kell	1090
— v. Furness Ry. 462, 507, 596		— v. Kerr	1104, 1118, 1120
— v. Gains	1120	— v. Kingston-on-Thames	
— v. Gardner	1090	(Corp. of)	532
— v. Gascoigne	1096, 1124	— v. Kohler	987, 1397
— v. Gas Light, &c. Co.	524	— v. Lambeth Vestry	603
— v. Gaskill . 55, 56, 60, 61, 73,		— v. Lascelles, <i>Re</i> Agar Ellis	887
74, 112, 1898		— v. Lawes	1267
— v. Gee	533	— v. Leather Sellers' Co.	946
— v. Gell	206	— v. Ledger	1095
— v. Gibbs	1266	— v. Leeds (Corp. of) [528, 529],	
— v. Gibson	[905]	531, 534	
— v. Gilbert, <i>Re</i> Fowey [1086]		— v. Leicester (Corp. of)	1120
— v. Gilpin	1769	— v. Leonard	1200
— v. Glasgow Coll.	1084	— v. Lepine	1094
— v. Glegg, Bennett v. Ho-		— v. Littledale	207
neywood	1095	— v. Liverpool (Corp. of) 459, 1123	
— v. Gloucester Corp.	1096	— v. Llewellyn	725
— v. Glynn . 1094, 1120, 1138		— v. Lock	1092
— v. Gore	1090	— v. Lomas	205, 1194, 1307
— v. Gould	613, 1092, 1093	— v. London (Corp. of) 74, 1104,	
— v. Govnrs. of Foundling		1155	
Hosp.	1122	— v. Lonsdale (E.)	513
— v. Grant	1309	— v. Lovelace	206
— v. Graves	1146	— v. Lucas	84, 907
— v. Gosling	141 <i>Add.</i>	— v. Ludlow (Corp. of)	1182
— v. Green	1098, 1099	— v. Luton Bd. . 529, 531, 532	
— v. Greenhill . [1084], 1121		— v. Magdalen Coll.	1120
— v. Grocers' Co.	1124	— v. Magdalen	1092
— v. G. E. Ry. . 511, 602, 603,		— v. Manchester (Bp. of) .1090,	
606, 607, 729		1100	
— v. G. N. Ry. . 598, 606, 632		— v. Manchester, Dean and	
— v. G. W. Ry.	596	Canons of	1111, 1121
— v. G. W. Ry. & Mid. Ry. . 596		— v. Manchester Corp. 527 <i>Add.</i>	
— v. Haberdashers' Co. .1090,		532 <i>Add.</i>	
1095, 1096		— v. Manchester &c. Ry.	603
— v. Hackney Bd.	533	— v. Marchant 1094, 1095, 1124	
— v. Halifax (Corp. of) 347, [529],		— v. Marlborough (D.).	481
531, 534		— v. Marsh	629
— v. Hall	1096, 1120	— v. Matthias	[1089]
— v. Hamilton	1568	— v. Mercers' Co. 63, 1093, 1104	
— v. Hannier . [1089], 1103		— v. Merchant Venturers' Co. 1124	
— v. Harrison	[1083]	— v. Met. Bd. of Works 528, 532	
— v. Harrow School . 1092, 1249		— v. Met. Ry. Co.	524, 525
— v. Hartlebury School [1087]		— v. Meyrick	518 <i>Add.</i>
— v. Heath	529	— v. Mid-Kent Ry.	461, 466
— v. Heelis	1139	— v. Mitchell	207
— v. Herrick	1090	— v. Montefiore	207
— v. Higham	1254	— v. Moore	1093
— v. Hinxman	1141	— v. Morgan	1120
— v. Horner	519	— v. Mosely	1092
— v. Hope	1193, 1194	— v. Mullan	907
— v. Hope's Executors	1094	— v. Munby	1138, 1146
— v. Hotham . [1119], 1139		— v. Munro	613
— v. Hubbuck	1194	— v. Murdoch	613
— v. Hurst (E. Winchelsea) [1127],		— v. Murray	824
1133, 1268		— v. Nash	1094
— v. Hussey	[520], 525	— v. Nethercote . 229, 265, 1104	
— v. Hutton	1093	— v. Newark (Corp. of) .1089,	
— v. Ilchester (Corp. of) [1083]		1090, 1120	

	PAGE		PAGE
A. G. v. Newbury (Corp. of)	397, 1120, 1122	A. G. v. Skinners' Co.	1095, 1119
— v. Newcastle (Corp. of)	608, 1118	— v. Smith	1194
— v. Newcombe	1189	— v. Smithies	1092, 1093, 1095
— v. Nichol	524	— v. Smythies	1124
— v. N. Met. Tram. Co.	73 <i>Add.</i>	— v. Solby	988, 1122
— v. Northumberland (D. of)	1140	— v. Southgate	1134
— v. Norwich (Corp. of)	603, 608, 994	— v. S. Sea Co.	1120
— v. Noyes	207	— v. Staff. Copper Extracting Co.	520
— v. Oglender	1090	— v. Stamford (E.)	1084, 1095, 1096
— v. Onslow (L.)	[1088], 1096	— v. Stephens	1091, 1100, 1174
— v. Painters' Co.	1095	— v. Stewart	1092, 1096, 1104
— v. Pargeter	1120	— v. Strong	[485]
— v. Parker	1093	— v. Sturge	1090, 1094
— v. Payne	1120	— v. Sunderland (Corp. of)	600, 605
— v. Peach	1573	— v. Swansea Co.	727, 745
— v. Peacock	600	— v. Tancred	1146
— v. Pearson	613, 1096, 1122, 1139	— v. Tastett	674
— v. Penruddock	[1572]	— v. Teather	[905], 907
— v. Phipps	[671]	— v. Terry	[512]
— v. Pilgrim	1120	— v. Tewkesbury, &c. Ry.	596
— v. Power	1145	— v. Thames Conservators	513, 532
— v. Powis (E.)	[611]	— v. Theobald	141
— v. Pratt	1194	— v. Thetford (Corp. of)	[424], 1104
— v. Pretymann	1120, 1122	— v. Thompson	66, 67, 1157
— v. Queen Anne Mansions	491, 493	— v. Tomkins	1146
— v. Rance	1090	— v. Tomline	112, 475, 479, 482, [486], 501, 514, 729
— v. Rawworth	1085	— v. Tossel	525
— v. Read	907	— v. Trinity Coll.	1124
— v. Rees	62	— v. Tyndall	1741
— v. Richmond	529	— v. Vigor	676
— v. Robertson	207 <i>Add.</i>	— v. Vyner	326
— v. Rochester	1090, 1093, 1095	— v. W.	947
— v. Rochester (Mayor)	[2037], 2040, 2044	— v. Wahlstatt	1335
— v. Rowsell	205	— v. Walthamstow Bd.	394
— v. St. Cross Hosp.	1092, 1093, 1095	— v. Ward	1078, 1100
— v. St. David's (Bp. of)	[1089], 1104	— v. Wareing	907
— v. St. James, Clerken- well	530 <i>Add.</i> , 532 <i>Add.</i>	— v. Warren	1090
— v. St. John's Hosp., Bath	1096, 1121, 2039 <i>Add.</i> , 2042	— v. Waxchandlers' Co.	1120, 1122, 1123
— v. St. John's Hosp., Bed- ford	1089, 1093, 1096	— v. Webster	1104, 1138, 1139, 1140
— v. St. Leonards	600	— v. Welsh Granite Co.	501
— v. Salkeld	[1118]	— v. West	1093
— v. Scott	747	— v. West Hartlepool Im- provement Commrs.	[599], 603
— v. Severne	907	— v. Whiteley	1090, 1094
— v. Shearman	1122	— v. Whitwood L. B.	70
— v. Sheffield Gas Co.	525, 533	— v. Whorwood	1146
— v. Sherborne Sch.	1094	— v. Wigan (Corp. of)	603, 1123
— v. Shield	1378	— v. Wilkinson	1095
— v. Shore	1095, 1122	— v. Williamson	781
— v. Shrewsbury Bridge Co.	509, 527, 531, 602	— v. Willshire	824
— v. Sidney Sussex Coll.	1093, 1111, 1113	— v. Wilson	66, 68, 1087, 1089, 1120, 1124
— v. Sittingbourne Ry. Co.	1711, 1905	— v. Winchelsea (E.)	1143, 1146, 1147, 1268

	PAGE
A. G. v. Windsor	1093, 1094, 1103,
	1123, 1124
— v. Woodall, <i>Re</i> Wilson	. 21, 131,
	279
— v. Worcester (Bp. of)	. 1096,
	1098, 1099
— v. Wrench	. [506]
— v. Wyggeston Hosp.	. 1089,
	1096, 1120, 1121
— v. Wyville	. 993
— v. York (Abp. of)	1089, 1096, 112
— for Canada v. Haws	. [1168]
— of Lancaster v. L. & N. W.	
By. Co.	. 34 <i>Add.</i> , 35 <i>Add.</i>
— of Victoria, <i>Re</i>	. 706
Attorneys Act, 1870, <i>Re</i>	. 239
Attree v. Hawe	. 1144
Attwater, <i>Exp.</i>	. 1676
Attwood v. Chichester	. 772
— v. Maude	. 1803, 1810
— v. Small	. 1925, 1928
— v. Taylor	. 1181
Atterbury v. Wallis	. 1750
Atty, <i>Re</i> , Ibbetson v. Atty	. [1240]
Atwell v. Atwell	. 1306
Atwool v. Ferrier	. 34
— v. Merryweather	. 602
Aubin v. Daly	. 1377
— v. Holt	. 1835, 1896
Aubrey, <i>Re</i>	. 2014
— v. Hooper	. [1625]
— v. Popkin	. 935
Auckland (L.) v. Westm. L. B.	. 601
Audain, <i>Exp.</i> , <i>Re</i> Licensed	
Victuallers' Assoc.	. 605
Audsley v. Horn	. 1630
Augustinus v. Nerinckx	. 37, 58
Auld v. Glasgow Working Men's	
B. B. Soc.	. 1771
Austen v. Boys	. 1797, 1799
— v. Collins	. 1452, [1479]
— v. Halsey	. 901
Austerberry v. Oldham Corp.	. 469
Austin, <i>Re</i>	. 924, 1080
— v. Amhurst	. 2029
— v. Austin (11 Jur. N. S.	
536)	. 144
(4 Ch. D. 233)	. 760
(4 D. J. & S.	
717)	. 881, 886
— v. Beddoe	. 1255 <i>Add.</i>
— v. Jackson	. 1812
— v. Mead, <i>Re</i> Mead	1370, 1371
— v. Page	. 1799
— v. Phillips	. [1209]
— v. Tawney	. 1835, 1857
Australian Auxiliary Co. v.	
Mounsey	. 1691
— <i>Inv. Co. Exp.</i> , <i>Re</i>	
Queensland Mer-	
cantile, &c. Co.	. 1749
— <i>Mortgage v. Aus-</i>	
tralian and New Zealand	
<i>Mortgage</i>	. 546

Australian Wine Co.	1996, 1997,	PAGE
Wine Importers, <i>Re</i>		2002
Austria (Emp. of) <i>v.</i> Day		547
Author <i>v.</i> Author		1365
<i>v.</i> National Exhibition Assoc.		552 <i>Add.</i>
Automatic Weighing Machine Co. <i>v.</i> Combined Weighing, &c. Co.		228, 743
Automatic Weighing Machine Co. <i>v.</i> Knight		570
Autothreptic Steam Boiler Co., <i>Re</i>		360
Aveline <i>v.</i> Melhuish		854
Averall <i>v.</i> Wade		1742
Avery, <i>Re</i>	1989,	2088
<i>v.</i> Andrews		633
<i>v.</i> Griffin	763, 791,	1845
<i>v.</i> Langford		468, 1836
<i>v.</i> Wood	220 <i>Add.</i> ,	570
Avery's Patent, <i>Re</i>		551
Avis <i>v.</i> Newman, <i>Re</i> Cartwright		480
Avison <i>v.</i> Simpson		1327
Avery <i>v.</i> Andrews		456, 1024
Axford <i>v.</i> Reid [749],	753, 772,	969
Axmann <i>v.</i> Lund		553
Ayerst <i>v.</i> Jenkins	1387, 1962,	1963
Ayles <i>v.</i> Cox	1053, 1054, 1056,	1844, 1880, 1881
Aylesford (E.) <i>v.</i> E. Poulett		268,
	990, 386 <i>Add.</i>	
(E. of) Settled Estates	1522,	[1529], 1530
<i>v.</i> Morris	[1949],	1949,
		1950
Poerage, <i>Re</i>		331
Settlement, <i>Re</i>		843
Aylett, <i>Exp.</i>		947
<i>v.</i> Ashton		761, 1857
Aylmer <i>v.</i> Winterbotham, <i>Re</i> Loveday		786, [1245]
Aylward <i>v.</i> Kearney		868
<i>v.</i> Lewis		109, 1656
Aynsley <i>v.</i> Glover	491, 492, 495	
<i>v.</i> Reed [1299],	1603, 1726	
Ayr Harbour Trustees <i>v.</i> Oswald		608
Ayres, In the Goods of		780
Ayrton <i>v.</i> Badger		[280]
Ayscough <i>v.</i> Bullar		43

B.

Bach's Designs, <i>Re</i>		580
Bach, <i>Re</i> , Walker <i>v.</i> Bach		1315
<i>v.</i> Hay		325
Bache, <i>Re</i>		1043
Bach <i>v.</i> Stacey		491
Backhouse <i>v.</i> Alcock		93
<i>v.</i> Charlton	[1697],	1705
<i>v.</i> Ecroyd		[1529]
<i>v.</i> Hornsey		829, 831

	PAGE		PAGE
Backhouse v. Paddon . . .	1551	Bailey v. Birkenhead Co. . .	602
Bacon, <i>Exp.</i> , <i>Re</i> Bond . . .	136	— v. Collett . . .	203, 321
—, <i>Re</i> , Grissel v. Leathes 1379 <i>Add.</i> ,	1381 <i>Add.</i>	— v. Edwards . . .	1789
— v. Bacon . . .	81	— v. Ekins . . .	1189
— v. Camphausen 963, 967, [974]		— v. Finch . . .	1160, 1162
— v. Clark . . .	1232	— v. Hobson . . .	478, [1558]
— v. Ford, <i>Re</i> Lord Kensing-		— v. Johnson . . .	1162
ton . . .	1719, 1720	— v. Robertson . . .	552
— v. Jones . . .	326, 459, 550	— v. Ryves . . .	895
— v. Turner . . .	61	— v. Tindal . . .	206
Bacon's Settlement, <i>Re</i> . . .	967, 1254, 1397	Baillie's Trusts, <i>Re</i> 719, 730, 731, 733	
—, Hutton v. . .		Baillie, <i>Re</i> . . .	7
Anderson . . .	1265, 1470	— v. Baillie (3 Dec. 1867,	
— Will, <i>Re</i> , Camp v. Coe . . .	1354	A. 2766) [624]	
Bacup (Corp. of) v. Smith . . .	655	— (5 Eq. 175) . . .	625, 1339
Badart, <i>Re</i> . . .	206	— (21 Mar. 1863,	
Badcock, <i>Re</i> . . .	1055	B. 10) [989]	
—, Kingdon v. Tagert 1440		— v. Edwards . . .	1161
— v. Cumberland Gap		— v. Jackson . . .	98, [833], 1206
Park Co. . .	16 <i>Add.</i>	— v. McKewan . . .	1748
Baddeley v. Curwen . . .	1320	— v. Treharne . . .	803
Badeley v. Consolidated Bank . . .	432, 433, 1782, 1825	Baily v. De Crespigny . . .	470
Badger v. Shaw . . .	1676	— v. Lambert . . .	213
Badham v. Allen . . .	[1309]	— v. Taylor . . .	569, 578
— v. Marris . . .	2006	Bain v. Fothergill . . .	1846
Badische Anilin v. Levinstein . . .	131, 550, 552, 568, 570	— v. Sadler . . .	1285, 1288
—, &c. v. Scholt . . .	468 <i>Add.</i>	Bainbridge v. Kinnaird . . .	1857, 1879
Badman, <i>Exp.</i> , <i>Re</i> Portuguese		Bainbrigge v. Blair . . .	654, 661, 686, 1024
Mines . . .	1164	— v. Brown [1942], 1946	
Bagge v. Whitehead . . .	377 <i>Add.</i>	— v. Moss . . .	27
Baggett v. Meux . . .	768	Baines v. Bromley . . .	219, 227, 361
Baggott v. Blackham . . .	[1058]	— v. Geary . . .	468, 1842, 1848
Bagley v. Searle . . .	156, 158, 259	Baird v. East Riding Club . . .	1583
Bagnall v. Carlton . . .	68, 427, 1172, 1937	— v. Moule's Earth Closet	
— v. Edwards . . .	1797	Co. . .	[559]
— v. Villar . . .	466, 1633	— v. Wells . . .	593
Bagot v. Bagot [475], 479, 481, 482,		— v. Williamson . . .	514
[1472], 1472		Baker's Trusts . . .	792, 912
— v. Easton . . .	33, 144, [1598]	—, <i>Re</i> . . .	911
— v. Legge . . .	1268, 1407, 1452	Baker, <i>Exp.</i> <i>Re</i> Pople . . .	1496
Bagshaw, <i>Exp.</i> , <i>Re</i> Ker . . .	1212	—, <i>Re</i> (32 Beav. 526) . . .	251, 252, 698
— v. Buxton Bd. . .	509	—, Collins v. Baker . . .	1783
— v. E. Union Ry. . .	606	—, Collins v. Rhodes. 980, 1223	
— v. Robinson, <i>Re</i> King		—, Connell v. Baker . . .	92
[1883]		—, Leuton v. Brudenell 1216	
— v. Winter . . .	804	—, Nichols v. Baker. 698, 1236,	
Bagshawe, <i>Re</i> . . .	237	1288	
Bagster v. Fackerell . . .	1307	— v. Baker . . .	1380
Bahia, &c. Co., <i>Re</i> . . .	1920	— v. Bayldon . . .	802
Bahin v. Hughes . . .	780, 963, 967	— v. Blaker . . .	113
Baile v. Baile . . .	932, 934	— v. Bradley . . .	767, 1431, 1946
Bailes v. Sunderland Bldg. Soc. 1768		— v. Clark . . .	693
Bailey's Trusts, <i>Re</i> . . .	1600, 1603	— v. Farmer . . .	1255
Bailey, <i>Re</i> (34 Beav. 393). . .	237, 244	— v. Gray . . .	1737
—, Bailey v. Bailey [280],		— v. Groom . . .	[1276]
1204		— v. Hedgcock . . .	1842, 1848
— v. Badham . . .	1761	— v. Hedgcock . . .	468
— v. Birchall . . .	931, 932	— v. Henderson . . .	922
		— v. Ker . . .	759
		— v. Martin . . .	1188, 1376
		— v. Met. Ry. Co. . .	1859

	PAGE		PAGE
Baker v. Monk	1931, 1945	Bankhead, <i>Re</i>	968
— v. Rawson 1993, 1999, 2001, 2002		Banks v. Banks	[1314]
— v. Sebright	473, 477, 481	— v. Cartwright	1156
— v. Sutton [1133], 1144, 1145		— v. Gibson	544, 593
— v. Williams 1864, 1901, 1905		— v. Heaven, <i>Re</i> Burton's Will	858, 858 <i>Add.</i>
— v. Wind	1613, 1614	— v. Hollingsworth	711 <i>Add.</i>
— v. Wisbech (Corp.)	533	— v. Whittall	1710
— v. Yorkshire Ass. Co. 353 <i>Add.</i>		Banister, <i>Re</i> , Broad v. Munton. 293, 1854, 1855	
— & Son v. Rawson Bros. [1990]		— v. Bigge	523, 526
Baksor, <i>Re</i> , <i>Exp.</i> Kilner	1675	Bankart v. Houghton	525, 527
Bala & Festiniog Ry., <i>Exp.</i> 274, 2015, 2033		— v. Tennant. 228, 1848, 1893	
Balch v. Symes	69, 935 <i>Add.</i>	Bannatyne v. Direct Spanish Tel. Co.	2069
Baldock v. Green, <i>Re</i> Green	1293, 1379, 1410	Banner, <i>Exp.</i> , <i>Re</i> Blyth	112, 113, 1914
Baldwin v. Baldwin	802, 1146	— v. Berridge 980, 1165, 1222, 1608, 1610, 1635, 1738	
— v. Wood	1065	— v. Jackson	79
Balfe v. Lord	1583, 1772	Bannerman, <i>Re</i> , Bannerman v. Young	1378
— v. Redington	1538	— v. Clarke 1844, 1870, 1876	
Balfour v. Cooper	1461	Bannicott v. Harris	60
Ball, <i>Exp.</i>	968	Bannister v. Leathwich	[1282]
—, <i>Re</i>	385	Banque de Credit v. De Gas	693
—, <i>Exp.</i> Hutchinson	1938	Banque Franco-Egyptienne v. Lütcher	99
— v. Coutts	804, 900, 901, 902	Banwen Iron Co., <i>Re</i>	345
— v. Harris	1297, 1298, 1407, [1695]	Barber's Settled Estates, <i>Re</i>	978, 1494
— v. Kemp-Welch	1546, 1558	Barber, <i>Exp.</i>	968, 1804, 1806, 1817
— v. Ray	334, 520, [521], 526	—, <i>Re</i> , <i>Exp.</i> Stanford. 1678, 1679, 1680	
Ballance, <i>Re</i> , Ballance v. Lanchier	1355	— (36 Ch. D. 77)	236
Ballard v. Marsden	1255, 1389	— (36 Ch. Div. 187)	1045, 1079 <i>Add.</i>
— v. Shutt	1869	— (48 L.T. N.S. 303)	1048
— v. Tomlinson 166, 387, 513, 514		— (19 Beav. 378)	949
— v. White	830	— (6 Jur. N.S. 1098)	1015
Balls, <i>Re</i> , Balls v. Hockley [1125]		—, Burgess v. Vinnicombe . 29, 317, 998, 1266, 1353	
Ball's Patent	1986	—, Dardier v. Chapman. 803	
Balmano v. Lumley	1853, 1857	—, <i>In the goods of</i>	1391
Baltic Co. v. Simpson	493	— v. Barber	1165
Bamford, <i>Re</i> , <i>Exp.</i> Games	1682	— v. Blaiberg	35
— v. Bamford [806], 808		— v. Furlong	964
— v. Turnley	525	— v. Gregson	761
— v. Watts	306	— v. Lamb	626
Bampton, <i>Re</i>	[1075]	— v. Mackrell	169, 986, 1788, 1804
Banco de Portugal, <i>Exp.</i> , <i>Re</i> Hooper	736	— v. Penley 526 <i>Add.</i> , 528 <i>Add.</i>	
Bancroft, & Co. Trade Mark, <i>Re</i> . [12]		— v. Stone	943
Band v. Randle	109	— v. Tebbitt, <i>Re</i> Appleton. 1353	
Bandon (L.) v. Becher	312	— v. Walker	1197
Banfield v. Tupper	1225	Barcham, <i>Re</i>	2043
Bangor (Bp. of) v. Parry	1121	Barclay, <i>Exp.</i> , <i>Re</i> Gowan	1683
Bank v. Bank	882	— Joyce	1682
Bank of Africa v. Salisbury Gold Mining Co.	1712	— v. Maskelyne 1095, [1130], 1140	
Bank of Australasia v. Nias	1338	— v. Messenger 1091, 1847, 1848	
Bk. of New South Wales v. O'Connor	69, 1610, 1611, 1612, 1614	— v. Wainwright	1421
Bk. of Turkey v. Ottoman Bk.. 460, 1262			
Bankes v. Le Despencer	478, 1446, 1453		
— v. Small 1498, 1499, 1587			

Table of Cases.

xxxiii

	PAGE
Bareham, <i>Re</i>	2044
Barfield & Rush, <i>Re</i>	271, 385
— <i>v.</i> Jeckylls.	1577 <i>Add.</i>
— <i>v.</i> Kelly	1158
— <i>v.</i> Loughborough 1802, 1811	
Barham <i>v.</i> Hodges	526
— <i>v.</i> E. Clarendon	1293
Baring, <i>Re</i> , Jeune <i>v.</i> Baring	1284
— <i>Add.</i> , 1481, 1493	
— <i>v.</i> Abingdon	508 <i>Add.</i> , 518 <i>Add.</i> , 1978
— <i>v.</i> Ashburton	1483
— <i>v.</i> Nash	1550
— <i>v.</i> Stanton	1172
Barker's Estate, <i>Re</i> , Hetherington <i>v.</i> Longrigg	1355
Barker, <i>Re</i> (W. N. (84) 237)	274, 859
— (17 Ch. Div. 241)	870, 873, 1552
— (1 Ch. D. 43)	1078
— (53 L. T. N. S. 23)	1998
—, <i>Exp.</i> Kilner	1675, 1958
—, Buxton <i>v.</i> Campbell	980
— <i>Add.</i> , 1256	
— <i>v.</i> Barker	[1572]
— <i>v.</i> —, <i>Re</i> Parker	1356
— <i>v.</i> Birch	[1312], 1320
— <i>v.</i> Boucher	1203
— <i>v.</i> Chapman	334
— <i>v.</i> Cox	791, 1879
— <i>v.</i> Furlong	94 <i>Add.</i>
— <i>v.</i> Hemming	933
— <i>v.</i> Hempstead	224
— <i>v.</i> Levery	746
— <i>v.</i> Marriott	[647]
— <i>v.</i> Peile	1013, 1014
— <i>v.</i> Perowne, <i>Re</i> Clarke	1483
— <i>v.</i> Purvis	167
— <i>v.</i> Rogers	1219
— <i>v.</i> Venables	1844, 1876
— <i>v.</i> Wait	713
— <i>v.</i> Wardle	1233
— <i>v.</i> Westmorland	1562
Barkley <i>v.</i> Barkley	380
— <i>v.</i> Reay (L.)	661, 684
Barkshire <i>v.</i> Grubb	508
Barkworth <i>v.</i> Barkworth	[1018]
Barlow's Will, <i>Re</i>	200, 855
Barlow, <i>Re</i>	1014
—, Barton <i>v.</i> Spencer	738, 1199
— <i>v.</i> Bailey	86, 525
— <i>v.</i> Gains	652
— <i>v.</i> L. & N. W. Ry. Co.	[24]
— <i>v.</i> Orde	1337
— <i>v.</i> Osborne	297
— <i>v.</i> Ross	2006
Barnaby <i>v.</i> Tassell	43, 320
Barnard, <i>Re</i> (2 D. M. & G. 359) 237, 246	
—, Barnard <i>v.</i> White	1336
—, Edwards <i>v.</i> Barnard	1249
— <i>v.</i> Acklom	833
— <i>v.</i> Bagshaw	962

	PAGE
Barnard <i>v.</i> Bowyer [828, 829], 832	
— <i>v.</i> Ford	804
— <i>v.</i> Hunter	60
— <i>v.</i> Pilsworth	1769
— <i>v.</i> Pumfrett	1253
— <i>v.</i> Scoles	278
Barnardo <i>v.</i> Ford, Gossage's Case..720 <i>Add.</i> , 722 <i>Add.</i> , 886 <i>Add.</i>	
— <i>v.</i> McHugh 884, 886, 890, 720 <i>Add.</i> , 722 <i>Add.</i>	
Barned's Bkg. Co., <i>Re</i>	59
Barned <i>v.</i> Sax, <i>Re</i> Sax	1354 <i>Add.</i>
Barnes, <i>Re</i>	1074
— <i>v.</i> Addy 77, 945, 964, 1080	
— <i>v.</i> Akroyd	526
— <i>v.</i> Bond	1420
— <i>v.</i> Dowling	480
— <i>v.</i> Eddleston	526
— <i>v.</i> Foster	1357
— <i>v.</i> Fox	[1642]
— <i>v.</i> Loach	494, 495
— <i>v.</i> Racster	1741
— <i>v.</i> Robinson	801, 802
— <i>v.</i> Southsea Ry. Co.	2009
— <i>v.</i> Toye	835
— <i>v.</i> Vincent	781
— <i>v.</i> Wood 791, 1838, [1877], 1879	
Barnett's Case, <i>Re</i>	1161
Barnett, <i>Exp.</i>	1668, 2027
—, <i>Re</i> Tamplin	1677
—, <i>Re</i> Hoares & Co. <i>v.</i> South London Tram. Co.	1926
—, <i>v.</i> Marzetti	483
— <i>v.</i> Weston 1743, 1756	
— <i>v.</i> Wilson	778
Barney, <i>Re</i> , Barney <i>v.</i> Barney	964
— <i>v.</i> Stubbs, <i>Re</i> Stubbs	664, 726
— <i>v.</i> United Telephone Co.	553
Barnsley, &c. Ry. Co., <i>Re</i> Hull	665
Barnwell <i>v.</i> Iremonger	1267, 1295
Baron, <i>Re</i>	844
Baron Liebig's Cocoa, &c. Co., <i>Re</i>	20
Barr <i>v.</i> Barr	659
— <i>v.</i> Harding	223, 276
— <i>v.</i> Kingsford	1678
— <i>v.</i> Willis	[1152]
Barrack <i>v.</i> McCulloch	764, 1955
Barracrough <i>v.</i> Greenhough	1191
— <i>v.</i> Hull	[1276]
Barran <i>v.</i> Lomas	580
Barratt <i>v.</i> Wyatt	979
Barrell, <i>Exp.</i>	1875
Barrett, <i>Re</i> , Whitaker <i>v.</i> Barrett 1185, 1189, 1205, 1285, 1286	
— <i>v.</i> Day	553, 554
— <i>v.</i> Godfrey	1059, 1081
— <i>v.</i> Hammond	386
— <i>v.</i> Hartley 1179, 1639, 1946	
— <i>v.</i> King	1234

	PAGE		PAGE
Barrett v. Salmon	1925	Barton, <i>Re</i> (31 July, 1858, A. 1527)	203
Barrington, <i>Re</i> (27 Beav. 272)	339	— (3 Eq. 238)	1421
—, (1 J. & H. 142) 1009, [1478]		— v. Barton	[1361]
—, Gamlen v. Lyon 482, 504, [1478], 1479, 2029		— v. Cook	857
— v. Liddell	1452	— v. Downes	312
Barron, <i>Re</i>	1071	— v. Latour	209, 306, 316
Barrow's Case	1182	— v. L. & N. W. Ry. Co.	131, 1920
Barrow, <i>Exp.</i>	1974	— v. N. Staffordshire Ry. Co.	95, 99, 1222, 1804, [1918], 1920
—, <i>Re</i> Andrews	1957	— v. Rock	659
—, <i>Re</i> (17 Beav. 547) 247, 248		— v. Spencer, <i>Re</i> Barlow	738, 1199
Barrow Hæmatite Steel Co., <i>Re</i> 2065		— v. Tattersall	1238
— Steel Co., <i>Re</i> 2068, 2069		— v. Vanheythuyssen	1741, 1961, 1962
— v. Barrow 763, 800, 802, 804, 1800, 1915		Barton-upon-Humber and District Water Co., <i>Re</i>	292, 1591
— v. Griffith	1297	Bartram, <i>Re</i>	1011
— v. Isaacs	1978	Bartrum, <i>Re</i>	241
— v. Manning	762	Barwell v. Parker	1180
— v. Smith	1656	Barwick v. English Joint Stock Bank	1926
Barrs-Haden's Settled Estates, <i>Re</i>	1501, 1502, 1511	— v. Yeaddon L. B.	97
— v. Fewkes	743	Basevi v. Serra	1271
— v. Jackson	1328	Basham, <i>Re</i> , Hannay v. Basham	992
Barry Ry. Co., <i>Re</i>	2061	Bashford v. Cann	1669, 1761
— v. Barry	1351	Basingstoke Sch., <i>Re</i>	1102
— v. Croskey	1925	Baskcomb v. Beckworth	1843
— v. Hamilton	1249	— v. Phillips	1893
— v. Harding	1368	Baskett v. Sheel	1612
— v. Marriott	1420	Basnett v. Moxon 1054, 1063, 1069, 1556	
— v. Moroney	1787	Bass v. Gregory	493
— v. Nash	1563	Basset v. Percival	[1409]
— v. Quinlan	1196	Bassett v. Nosworthy	1754
— v. Scully	75	Bassire v. Passingham, <i>Re</i> Davis [851]	
— v. Stevens 1155, 1171, 1178		Bastard v. Clark	1586
— v. Wrey	1619	Bastin v. Bidwell 1841, 1847, 1892	
Barter, <i>Exp.</i>	1956	Batavier, The	737
— v. Dubeux	105	Batchellor v. Lawrence	1782, 1792
Barth, <i>Re</i>	[1507]	Batchelor, <i>Re</i> , Sloper v. Oliver	789, 801, 1389
Bartholomew, <i>Re</i>	771, 884	— v. Middleton 1585, 1603, 1606	
— v. Freeman 289, 293		— v. Yates, <i>Re</i> Yates	1636, 1671, 1683
Bartle v. Wilkin	1619	Bate, <i>Re</i> , Bate v. Bate	1406, 1407
Bartlett, <i>Re</i>	878	— v. Hooper 960, 979, 996, 997, 1153, 1422	
—, Newman v. Hook	298	— v. Robins	1800
— v. Bartlett (1 D. & J. 127)	422	Bateman, <i>Exp.</i>	[688], 691
— v. — (4 Ha. 631) 1262		—, <i>Re</i> (9 Eq. 660)	691, 692
— v. Charles, <i>Re</i> Eyton	209, 422	— (21 L. J. Ch. 691) 2013	
— v. Franklin	1610	— v. Boynton	360
— v. North Avenue Co.	664	— v. Cook	98
— v. Phillips	482	— v. Earl Roden	1292, 1293
— v. Pickersgill	1840	— v. Hotchkin [474], 481	
— v. Rees	[1579], 1586, 1645, [1702]	— v. Kenrick	[7]
— v. Salmon	1928	— v. Margerison	136, 970, 1197
— v. Stinton	416		
— v. Wells	836		
— v. West Met. Tram. Co. 347 <i>Add.</i> , 663 <i>Add.</i>			
— v. Wood	1269		
Bartley v. Bartley	71, 1020		
Barton's Trusts, <i>Re</i>	1483		

Table of Cases.

XXXV

	PAGE
Bateman v. Poplar Bd. of Works	532, 604
— v. Ross	777, 815
— v. Wiatt	633
Bates, Exp., Re Pannell	1234
— v. Bates	944
— v. Brothers	660, 665
— v. Eley	1158
— v. Heard	1918
— v. Hillcoat	1646, 1923
— v. Johnson [1622, 1745]	1756
— v. Mackinlay	1483
— v. Moore	274, 1013
— and Redgate, Re	1982
Bateson v. Gosling	1790
— v. Newman	440
Batey, Re, Exp. Neal	1234
Bath's Case	112
Bath, Exp., Re Phillips	1766
—, Exp.	1213
—, (E.) v. Sherwin	630
—, (M.), Exp.	873, 2040
Bathe v. Bk. of England	785
Batho, Re	1041, 1046, 1047
Bathurst, Re	1080
— v. Errington	1452, 1461
— v. Murray	900, 901
Batley v. Kynock	261, 265, [555], 560, 561, 562, 570
Batson v. Newman	1218
Batstone v. Salter	1464
Battell, Re	1016
Batten, Re, Exp. Milne	194
— v. Earnley	1379
— v. Gedge	483
— v. Wedgwood Coal Co.	228, 305, 664, 933, 944, 1616, 1619
Batten & Co. v. Dartmouth Harbour Commrs.	994, 1287, 1616
Battersby, Re (10 Ch. D. 228)	340, 1014
— (16 Jur. 900)	1081
Battersea Park Acts, Re, Exp. Arnold	870
Batthyany, Re, Batthyany v. Walford	104
—, Strattman v. Batthyany [1334]	
— v. Bouch	1837
— v. Strattman [1334]	
— v. Walford	625, 1334, 1339
Batty v. Chester	1963
— v. Hill	546
Baud v. Fardell	1418
Baumann v. James	1836, 1840
Bawtree v. Errington, Re Bawtree	770
— v. Wilson	933
Bax v. Palmer, Re Knott	997, 1397
— v. Whitehead	144
Baxendale v. McMurray	527, 531, 533
Baxter, Re	1052, 1055

	PAGE
Baxter v. Bower	461, 487, 493
— v. Conolly	1836
— v. Thompson	[1545]
— v. West	662
Bayley's Settlement, Re	1460
Bayley, Re (18 Beav. 415)	248, 249
— v. Cass	68
— v. G. W. Ry. Co.	494, 508
— v. Went	657, 660
— v. Williams	1945
Baylies v. Baylies	637, 674
Baylis v. A.-G.	1094
— v. Baylis	1090
— v. Watkins, Re Hooper	1218
Bayly, Exp., Re Went	623
Baynard v. Woolley	970, 979
Bayne, Re, Parnell v. Parnell [1290]	
Baynton v. Leonard	[497]
Bayspoole v. Collins	1960, 1961
Bazeley v. Forder	780
Beacon v. Gorham	46
Beadel v. Perry	461
Beal v. Morris	[117]
Beale, Exp.	1199
—, Re	238
— v. Arabin	780
— v. Symonds	1065, 1068, 1203, 1279, 1602
Beales v. Brown	797, 802
Beall v. Smith	[942], 942, 943
Bealy v. Curson	1015
Beamish's Estate, Re	1307, 1552
Beamish v. Austen	660
— v. Beamish	1830
— v. Farmer	1379
Beamon v. Swain	[1231]
Beaney v. Elliott	316
Bear v. Smith	136
Bearblock v. Tyler	328
Beard, Re, Beard v. Beard	[335]
—, Re, Simpson v. Beard	1367
Beardmore v. Beardmore	[1063, 1543]
— v. Gregory	1196, 1197
— v. Tredwell	524
Bearney, Re	1392
Beasley v. Rooney	750, 751, 774
— v. Snare	1318
Beater v. Murray	1817
Beaton v. Boulton	1650
Beatson v. Skene	83
Beattie v. Ebury (L.)	226, 257, [742], 743, 1914
— v. Johnstone	846
Beauchamp (E.) v. Winn	1914, 1915
— v. G. W. Ry.	608
Beauclerk, Re	1012
— v. James, Re Brooks-bank	1343
— v. Mead	1307
Beaufort (D.) v. Berty	846
— v. Morris	630
— v. Phillips	229
Beaufoy, Re	2032

	PAGE		PAGE
Beaumont's Settled Estates, <i>Re</i>	1522	Bee v. Stafford and Uttoxeter Ry. Co.	1835, [1902]
— Trusts	1472	Beech v. Keep	1429
Beaumont, <i>Re</i>	1141	— v. St. Vincent	1462
— v. Boulton	1180	Beer v. London and Paris Hotel Co.	1846
— v. Carter	787	— v. Tapp	996
— v. Emery	522	Beeswing, <i>The</i>	737
— v. Olivena	1134, 1139, 1143, 1145, 1147	Beetham, <i>Re</i> , <i>Exp.</i> Broderick .	1703
Beaupre's Trusts, <i>Re</i>	774	Beever v. Luck 1645, 1646; [1735],	1737
Beavan's Trusts, <i>Re</i>	1355	Begbie v. Fenwick [214], 226,	1682
Beavan and Whitting, <i>Re</i>	924	Behrens, <i>Re</i>	1015
—, <i>Re</i> , Beavan v. Beavan	1367	Beioley v. Carter 303, 1854,	1857
— v. Beavan	1421	Belaney v. French	924
— v. Cook	69	Belcher v. Belcher	706
— v. Oxford (L.)	429, 1719, 1720, 1961	— v. Smith	441
Beazley v. Soares	544	— v. Williams	[1549], 1558
Bebb v. Bunny	305, 1870	Belding v. Read	1681
Becher v. Delacour	1221	Belfast Banking Co. v. Doherty	836
— v. Jones	1181	— Ropeworks Co. v. Boyd	511, 513
Bechervaise v. G. W. Ry.	59	Belfort, <i>The</i>	141
— v. Lewis	1782	Bell's Estate, <i>Re</i>	679
Beck v. Kantorowicz	1940	Bell, <i>Re</i> (6 Ves. 419)	675
— v. Pierce	754, 755, 776	— (34 W. R. 363)	428
Becke, <i>Re</i> (5 Beav. 409)	234, 248, 251, 252	—, Bell v. Kendall	331
— (18 Beav. 462)	943	—, Carter v. Stadden	428, 429
Beckenham Char., <i>Re</i>	1106	—, Lake v. Bell	940, 981
Beckett v. Addyman	1786	—, Bros., <i>Re</i>	1894
— v. Attwood	726, 741	— v. Aitkin	259
— v. Buckley	1603, 1723	— v. Alexander	1198, 1328
— v. Cordley	1710	— v. Antwerp Line	18
— v. Micklethwaite	[1791]	— v. Barnett	1794
— v. Ramsdale, <i>Re</i> Hodgson	1216, [1820], 1823	— v. Bell	817, 1389
— v. Sutton	1068	— v. Cade	319
— v. Tasker	774, 777	— v. Carter	1210, 1212, 1583
— v. Tower Assets Co.	1670	— v. Denver	303, 1874
Beckford v. Kemble	624, 625	— v. Holtby 1499, 1857, 1860	
— v. Tobin	1264	— v. Hull & Selby Ry.	629
Beckwith v. Booth	1279	— v. Joell	[496]
Beddall v. Maitland	35	— v. Johnson	76
Beddington v. Atlee	494	— v. Kennedy	1334
Beddoes, <i>Exp.</i>	2019, 2040	— v. Mid. Ry.	598
—, <i>Re</i> , Downes v. Cottam	[1246], 723 <i>Add.</i> , 992 <i>Add.</i>	— v. Read	1158
Beddow v. Beddow	357, 457	— v. Stocker	755, 773
Bedford Char., <i>Re</i> 1092, 1099, 1104		— v. Sunderland B. B. Soc.	1757
—, &c. Ry. Co. v. Stanley 1835		— v. Taylor	922
— v. Leigh	1189, 1211	— v. Thompson	1435
— v. Teal, <i>Re</i> Thompson 1144		— v. Turner	98, 292, 967, 996
Bedford (D.) v. Bacchus	1754	— v. Walker	579
— v. Brit. Museum	470	— v. Wilson	479, 482, 500
— v. Coke	1379	Bellairs v. Tucker 1924, 1925, 1933,	1934
— v. Dawson	604	Bellamy, <i>Re</i>	917
— v. L. & N. W. Ry. [598]		— & Met. Bd. of Works, <i>Re</i>	1872
— v. M. Abercorn 1442,		— v. Brickenden 1617, 1638,	1639
1451		— v. Cockle	[1589]
Bedingfield, <i>Re</i> , Bedingfield v.		— v. Debenham 1839, 1842,	
— D'Eye	995	— 1849, 1858	
— and Herring, <i>Re</i> 1467		— v. Jones	95
<i>Add.</i>		— v. Sabine	1754
Bedoyere v. Nugent 479 <i>Add.</i> , 481			
<i>Add.</i>			

	PAGE		PAGE
Bellamy v. Wells	[522], 525, 526	Bennett v. Rees	1853, 1859
Bellasis, <i>Re</i>	Add.	— v. Wheeler	294
Bellcairn, The	112	— v. Womack	1892
Bellerby v. Smith	1815	— v. Wood	1329
Bellerophon, The	83	Bennison, <i>Re</i> , Cutler v. Boyd	963
Bellew v. Bellew	1191	Bennitt v. Whitehouse	497, 503, 562
Bellis, <i>Re</i>	1351	Benno-Jaffe, &c. Fabrik v. Richardson	77 Add.
Bellol v. Littler	1004, 1453	Benns v. Moseley	392
Bellwood v. Wetherall	76	Benson v. Heathorn	1940
Belmonte v. Aynard	28	— v. Lamb	1873
Beloe v. Brawre 1062, [1067],	1561	Bent v. Cullen	1377
Belsham v. Percival	165	— v. Young	56
Belt's Estate, <i>Re</i>	790	Bentall v. Sharp, <i>Re</i> Sharp	695, 698
Belt, <i>Re</i>	1392, 2028	Benthal v. E. of Kilmorey	1111
— v. Hustwick	631	Bentham v. Wilson, <i>Re</i> Parker	1326
Belton, <i>Re</i>	416	Bentinck v. L. Jt. Stock Bank	1751
— v. Lond. Co. Coun. 2006	Add.		Add., 1752 Add.
Beman v. Rufford	610	Bentley, <i>Re</i>	883
Bemment v. Balls, <i>Re</i> Ward	1252	— v. Keighley	560
Benand, <i>Re</i>	843	— v. Landor	876
Benbow v. Low	74, 78, 157	— v. Mackay	1440
Bence, <i>Re</i> , Smith v. Bence	1355	— v. M. S. & L. Ry. Co.	504
Bendelow v. Wortley Union	279,		Add., [2005], 2008
[321], 524, 526, 527		— v. Rotherham L. B.	604
Bending v. Bending	809	Benton, <i>Re</i> , Smith v. Smith	768
Bendrey, <i>Re</i> , an Infant	849	Bentson v. Taylor	28 Add.
Benett, <i>Re</i> , Dyer v. Richards	1270	Benwell v. Inns	467, 468
Benfield v. Macmurdo, <i>Re</i> Mac-		Benzon, <i>Re</i> , Forster v. Schle-	
murdo	1710	— singer	321
— v. Solomons	1320	— v. Amphlett, <i>Re</i> Sidney.	1232
Bengough v. Walker	1463	— v. Benzon	817
Benham, <i>Re</i>	1391	— v. Fitch	1951
— v. Keane	1720, 1747, 1753	— v. Nettlefold	1963
Beningfield v. Baxter	971	Berdan v. Birm. Small Arms Co.	732
Benington v. Met. Bd. of Works	2010	— v. Greenwood	33, 96
Benn, <i>Re</i> , Benn v. Benn	1327	Berdoo v. Dawson	1431, 1945
Bennet v. Bennet	1352, 1452, 1464	Berens, <i>Re</i>	144, 1430
— v. Holdsworth	1464	— v. Fellows	1326
— v. Lee	830	Beresford v. Browning	1818
Bennett, <i>Re</i> (6 April, 1876)	235	— v. Hobson	804
— (8 Beav. 467)	247, 252	Bergmann v. Macmillan	1153, 1172
— (10 Ves. 401)	939	Beridge, <i>Re</i>	2024
— v. Baxter	1279	Berkeley's Will, <i>Re</i>	2014
— v. Bennett, <i>Re</i> Fish 249	Add.	Berkeley v. Berkeley	[90]
826 Add., [874] Add.,		— v. King's Coll.	665
998 Add., 1157 Add.,		— v. Standard Discount	
[1240] Add.		Co.	59
— v. Bowen, <i>Re</i> Bowen	152	— v. Swinburne	1325, 1344
— v. Burgis	1017, 1020	— v. York (Abp. of) d.	
— v. Bury (L.)	[703], 706	Roe	1916
— v. Colley	661	Berkely, <i>Re</i> , Berkely v. Berkely	1080
— v. Cooper	1607	Berkhampstead School Case	1084,
— v. Fowler	1850		1096
— v. Glossop	76	Bermingham v. Sheridan	1846
— v. Griffiths	497	Bermondsey Vestry v. Brown	509
— v. Hamill	303, 312	Bernal v. Bernal	1195
— v. Harfoot	828, 831, 832	Bernard v. Norton	1656
— v. Hayter	1092	Bernasconi v. Atkinson	[1344]
— v. Honywood	1095	Berrie v. Howitt	931
— v. Lytton	1284, 1396	Berners v. Berners, <i>Re</i> Bullen-	
— v. Marshall	1349	Smith	1335
— v. Merriman	834	Berndston v. Churchill	115, [1973]
— v. Moore	157, 160	— v. Strang	1973, 1974

	PAGE		PAGE
Berney v. Sewell	658, 660, 1633	Bevan v. Malcolm-Hagan	1452
Berrey, <i>Re, Exp.</i> Wilkinson	1675	— v. Waterhouse	1422
Berridge, <i>Re, Berridge v. Turner</i>	1139, 1785	Beverley v. Crowe	449
— v. Berridge	1785	Bewicke v. Graham	64, 65, 74
Berry, <i>Re</i>	1012	Bewley v. Atkinson	135, 136, 494
— v. A. G.	646	Beyer v. Adams	1218
— v. Armistead	[1927], 1928, 1929	Beyfus and Master's Contract, <i>Re</i>	1844, 1855, 1885
— v. Exchange Trading Co.	347	Beynon, <i>Re</i>	1253
— v. Gibbons	297, 1296	— v. Cook	1950, 1951
— v. Hancock, <i>Re Hancock</i>	1704	— v. Godden	220
— v. Hebblethwaite	1208, 1214	Bianca, <i>The</i>	131
— v. Keen	658	Bianchi v. Offord	1680
Bertie v. Abingdon (L.)	679	Bibby v. Naylor	1730
— v. Falkland (L.)	165	Bick v. Mosley	988
Bertlin v. Gordon	1645	Biegel, <i>Re</i>	1997
Bertrand v. Davies	685	Bickersteth, <i>Re</i>	883
Berwick (May. of) v. Murray	70, 988, 1180	Bickerton v. Walker	1748
Besant, <i>Re</i>	877, 885	Bickett v. Morris	462, 512
— v. Wood	469, 777, 814, 815	Bickford v. Skewes	328
Besch v. Frolick	1808	Bickham v. Cross	1657
Besley v. Besley	42, 308, 971, 1881	Bicknell v. Bicknell	[823], 825, [1280, 1311]
Best, <i>Exp.</i>	[1495]	Bidder v. Bridges	74, 75, 95, 135, 249, 265, 266, 735
—, <i>Re</i>	1327	— v. Croydon L. B.	531
— v. Applegate	1620, 1658	— v. N. Staff. Ry. Co.	504, 2007
— v. Hamand	1854, 1855, 1875	— v. Richards	529
Beswick v. Beswick	[420], 927	Biddles v. Jackson	788, 902
— v. Orpen's Estate, <i>Re</i>		Biddulph, <i>Re</i>	1012, 1014
Orpen's Estate	1389	— v. Fitzgerald	1279
Betagli v. Concannon	1261	— v. St. George's Vest.	524
Bethell, <i>Re, Bethell v. Bethell</i>	1165, 1222	Bidwell v. Holden	462
— v. Hildyard	1337, 1388	Bierdermann v. Seymour	40, 43, 1408
— v. Abraham	1004, 1005, 1453, 1464	Bigg v. May. of London	406, [631]
— v. Clark	1974	Biggenden v. Kennell	[925]
Bethlehem and Bridewell Hosp.	2016, 2042	Bigges v. Head	943
Bethlem Hosp., <i>Re</i>	2018, 2019, 2039	Biggs v. Bree	917
Bethune v. Kennedy	1417	— v. Peacock	1007, 1467, 1550, 1551
Bettesworth and Richer, <i>Re</i>	1871	— v. Perry	888
Betton's Estate, <i>Re</i>	809	Bignall v. Brereton	1379
Betts, <i>Re, Exp. Harrison</i>	1630	Bignell, <i>Re, Bignell v. Chapman</i>	654 <i>Add.</i> , 995, 998,
Botts' Patent	1986	Bignold's Trusts, <i>Re</i>	1077
Betts v. Betts, <i>Re Symons</i>	282, 1251	Bignold, <i>Re</i> (9 <i>Beav.</i> 269)	234, 249, 252
— v. Cleaver	260, 261, 263	— (7 <i>Ch.</i> 223)	1055, 1078
— v. Clifford	260	— v. Audland	441, 442
— v. De Vitre	547, [566]	— v. Bignold (45 <i>Ch. D.</i> 496)	1264
— v. Gallais	569	— v. Springfield	1099, 1102
— v. G. E. Ry.	609	Bigsby v. Dickinson	263, 265, 719, 726, 735
— v. Menzies	80, 550	Bilborough v. Holmes	1823
— v. Neilson	68, 568	Bilke v. Roper, <i>Re Smith</i>	781, 782
— v. Noel	[567]	Bill v. Edge, <i>Re Edge</i>	1059, 1069
— v. Thompson	[516], 516	— v. Kinaston	1370
— v. Vitre	568	— v. Sierra Nevada Co.	603
— v. Wilmott	550	Billage v. South	1946
Betty v. Humphreys	877	Billing v. Brogden, <i>Re Brogden</i>	960, 1396
Beulah Park Estate, <i>Re</i>	995	— v. Tracy	708
Bevan, <i>Re</i>	262	— v. Webb	1207
— v. Habgood	1630, 1631		

Table of Cases.

xxxix

	PAGE
Billinge, <i>Re</i>	[2011]
Billingsley v. Critchett	853
Bills v. Tatham, <i>Re</i> Patrick	1663
Billson v. Owen	[1210]
— v. Scott	[828], 1650
Bilston (Curate of), <i>Exp.</i>	2040, 2044
—, <i>Re</i>	2039 <i>Add.</i>
Bindley v. Mulloney	815
Binford v. Bawdon	[787]
Bingham v. Bingham	1914
— v. Corbitt	1789
— v. King	1593
Bingley, <i>Re</i>	[765]
— School, <i>Re</i>	1111
— v. Marshall	93
Binks v. L. Rokeby	1890
Binney v. Hammersmith & City Ry. Co.	2010
— v. Mutrie	1806
Binnie v. Broom	975
Binnington v. Harwood	1614, 1638
— v. Hill	571 <i>Add.</i>
Binns v. Nichols	1256, 1286
Birch, <i>Re</i> (4 July, 1873, A. 1617)	[618]
— (2 K. & J. 369)	1016
— (10 Jur. N.S. 673)	2032
—, <i>Roe v. Birch</i>	979, 980, 1223, 1224
— v. Anderton	[430]
— v. Birch	396, 666
— v. Cropper	1020, 1079
— v. Joy	1869
— v. Mather	56, 560, 562
— v. Sherratt	1380
— v. Williams	122
— v. Wright	1629
Birchall, <i>Re</i> , <i>Birchall v. Ashton</i>	1020
—, <i>Wilson v. Birchall</i>	112, 834, 1006
— v. Pugin	931
Birch Wolfe v. Birch	482
Bird's Estate, <i>Re</i>	2037
— Trusts, <i>Re</i> [1440], 1441, 1442	
Bird, <i>Re</i> , <i>Exp.</i> Hill	1958
—, <i>Re</i> , <i>Pitman v. Pitman</i>	1306
— v. Andrew	734
— v. Bird	817
— v. Bird's Patent Deodorising, &c. Co.	[601], 607, 608
— v. Davey	1679
— v. Eggleton	609
— v. Harris	915, 1353
— v. Heath	924
— v. Lake	458
— v. Littlehales	380, 402
— v. Wren	1614, 1738
Birds v. Askey	965, 1293
Birkbeck Land Society, <i>Re</i>	1874
Birkenhead Bdg. So., <i>Re</i>	[710]
—, &c. Ry. Co., <i>Exp.</i>	2053
— Docks v. Laird	145
Birkett, <i>Re</i>	1015
— v. Hibbert	901

	PAGE
Birkhead v. Manaton 1176, [1291], ...	1486
Birkin v. Wing	1845
Birkman v. Lord Kimberley, <i>Re</i> Currie	1377
Birks v. Micklethwait	1269
— v. Silverwood	713, 1190
Birley v. Birley	1468
— v. Kennedy	1797
Birmingham v. Kirwan	807, 810
Birm. Bkg. Co. v. Ross	494
Birm. Can. Co. v. Burman	529
— v. Cartwright	1356
— v. Dudley (E.)	502
— v. Swindell	502
Birm. (Corp.) v. Baker	1712
Birm. Estates Co. v. Smith	36
Birm. &c. Co. v. Carter	422
Birm. & District Land Co. v. Allday	470 <i>Add.</i>
Birm. & District Land Co. v. L. & N. W. Ry. Co. 21, 144, 226, 604, 1783	
Birm. & District Tram. Co., <i>Exp.</i>	[2057]
Birm. & Lichfield Junc. Ry. Co., <i>Re</i>	665, 2060, 2061, 2063
Birm. &c. Gas Co. v. Ratcliffe	355
Birm., &c. Ry. Co., <i>Exp.</i>	2035
Birm. (May. of) v. Allen	500
Birm. Waste Co. v. Lane	158
Birt, <i>Re</i>	655, 1286
— v. Burt	1287
Biscoe v. G. E. Ry.	604
— v. Jackson	1091
— v. Kennedy	757
Bishop, <i>Exp.</i> , <i>Re</i> Fox, Walker & Co.	737, 1183, 1783
—, <i>Re</i>	379
— v. Balkis Co.	1920
— v. Church	1160
— v. Elliot	1684
— v. Mantell	1622
— v. Taylor	1894
— v. Willis	943
Bishop's Waltham Ry. Co., <i>Re</i>	1722
Bishton, <i>Exp.</i>	2088
Bissell v. Bradford and District Tram. Co.	934 <i>Add.</i>
Bisset v. Burgess	1217
Bissett v. Antrobus	1279
— v. Jones	148, 158
Bissicks v. Bath Coll. Co.	377
Bithray, <i>Re</i>	1722
Bizzey v. Flight	1427
Black, <i>Exp.</i>	1956
— v. Homersham	1894, 1968
Blackbeard v. Lindigren	312
Blackborough v. Ravenhill	652
Blackburn, <i>Exp.</i>	1958
—, <i>Re</i> , <i>Smiles v. Blackburn</i>	1253
— Bldg. Soc. v. Cunliffe	
Brooks & Co., 1691, 1769, 1770, 1771	

	PAGE		PAGE
Blackburn Bldg. Soc., <i>Re, Exp.</i>		Blake v. Izard	1670
Graham	1761	v. Peters	478, 481, [1487]
—, Son & Co. v. Vigors	1923	v. Simpson	1233
v. Belcher	1350	v. Summersby	1656
v. Caine	1657	Blakeley's Trusts	619
v. Gregson	328	Blakeley v. Blakeley	986
v. Mason	1969	Blakely Ordinance Co., <i>Re</i>	429
v. Stables	1450	Blakemore v. Glamorgan Can. .	333,
Blackburne v. Somers	513		459
Blackett v. Bates	1837, 1842	Blakeney v. Dufaur	662
v. Blackett	223, 637, 659	Blaker v. Herts and Essex	
v. Bradley	502	Water Co.	663, 1591, 1692, 1693
Blackford, <i>Re</i> , Blackford v.		Blakesley, <i>Re</i>	236
Worsley	1264	Blakey v. Hall	167, 347
v. Davis	1584, 1617, 1638	v. Latham	228, 568, 729,
Blackie v. Clark	901, 1945		731, 933
v. Osmaston	37	Blamire v. Blamire	1300
Blacklidge v. Anderton	37 <i>Add.</i>	Blanchard's Estate, <i>Re</i>	1055
Blacklock v. Harland	1068	Blanchard, <i>Re</i>	942, 1055, 1071, 1077,
Blackman v. Fysh	667, 1354		1078
Blackmore, <i>Re</i>	244	— v. Cawthorne	333, 631,
v. L. & S. W. Ry.	609,		665
	[746]	Bland's Case, <i>In re</i> Westmore-	
Blackwell, <i>Re</i> , Bridgman v.		land Green and Blue Slate	
Blackwell	168	Co.	1941 <i>Add.</i>
v. Bull	1312	Bland v. Bland	375
v. Crabb	546	v. Daniell	1329
Blackwood v. London Chartered		v. Dawes	759
Bank	1747	v. Gayford	1801
v. Reg.	1194, 1203	Blandford v. Blandford	817
v. The Queen	1338	Blandy v. Blandy	[678]
Blagrove v. Bradshaw	1452	v. Kimber	1610
v. Routh	938, 1178	Blank v. Footman, Pretty & Co. .	226
Blaiberg, <i>Exp.</i> , <i>Re</i> Toomer	1675	Blankenstein v. Robertson	1679
v. Beckett	1680	Blann v. Bell	1268, 1417, 1420
v. Parke	1674	Blantyre (L.) v. Babbie	359
v. Parsons, Blaiberg		Blatch v. Wilder	1203
v. Beckett	1679	Blatchford v. Reed	1068
Blaine, <i>Re</i>	1052	v. Woolley	761, 1408
Blair, <i>Exp.</i>	238	Blathwayt v. Taylor	1247
v. Bromley	946	Bleakley v. Smith	1838
v. Cordner	266, 1206	Blease v. Burgh	1211
v. Deakin	533	Bleazby v. Bleazby	75
v. Eisler	224	Bleckley v. Rymer	73
v. Massey	71	Blencowe, <i>Exp.</i>	968
v. Nugent	1224, 1607	Blenkhorn, <i>Re, Exp.</i> Jay	1677
v. Ormond	140, 1211, 1910	Blenkinsopp v. Blenkinsopp	68, 72,
v. Stock	546, 1998		80
v. Toppitt	678	Blest v. Brown	1787
Blake's Patent	1986	Blewitt, <i>Re</i>	1497, 1499
Blake, <i>Re</i>	951, 1022	v. Blewitt	1197
, <i>Re</i> , Blake v. Power	777	v. Proctor, Nothard v.	
, <i>Re</i> , Jones v. Blake	1006, 1246	Proctor	[707]
v. Albion, &c. Soc.	34, 1926	v. Roberts	1376
v. Beech	722	v. Tritton	141 <i>Add.</i>
v. Blake	1307	Bligh, <i>Re</i>	844
v. — (18 W. R. 944)	626	v. Bligh	[881]
v. — (2 Sch. & L. 26)	1261	Blight, <i>Re</i>	222, 838
v. — (7 Mar. 1854)	[1306]	v. Darnley (E.)	1406
v. Gale	1396	v. Hartnoll	1355, 1366, 1376
v. Gale, <i>Re</i> Gale	980, 1223	v. Tredgett	824, [913]
v. Harvey	118, 167, 1154,	Bliss v. Putman	109
	[1582]	v. Smith	1155
v. Hummell	236	Blithman, <i>Re</i>	1338

Table of Cases.

xi

	PAGE		PAGE
Blizard v. Phillips	1839	Bodenham v. Hoskyns	966
Blockley, <i>Re</i> , Blockley v. Blockley	1352, 1464	Bodger v. Bodger	1703, 1705
Blogg v. Johnson	987, 1182, 1378	Bodicoate v. Stears	1550, [1567]
Blomfield, <i>Re</i>	2020	Bodkin v. Brunt	1078
— v. Eyre	460, 868	— v. Clancy	1152
Bloomar, <i>Re</i>	1047, 1069, 1569	Bodman, <i>Re</i> , Bodman v. Bodman	1367
Bloomer v. Spittle	1914, 1916	Boehm v. Wood	451, 1899, 1900
Blore v. Ashby	131, 132	Bolckow, Vaughan & Co. v. Fisher	56, 61, 62
— v. Sutton	1838	Bold v. Hutchinson	1440, 1442, 1925
Blosse v. Eagles	[1130]	Bolden v. Nicholay	761
Blount, <i>Re</i> , Naylor v. Blount	109, 1191	Boldero v. London & Westminster Discount Co.	1955, 1956
— v. Doughty	1202	Bolding v. Lane	1611
— v. Harris	1674	Bolingbroke v. Hinde	155, 1617
— v. Hipkins	1368	Bolitho v. Hillyar	1432, 1786
Blower v. Blower	1257	Bolivian Rep. v. Nat. Bolivian Nav. Co.	557
Bloxam v. Favre	1193	Bolland, <i>Exp.</i>	334, 337
— v. Met. Ry.	345, [599], 603, 605	—, <i>Exp.</i> , <i>Re</i> Cherry	1958
Boye, <i>Re</i>	1011, 1015	—, <i>Exp.</i> , <i>Re</i> Roper	1673
Boye's Trusts	939	Bolton Junction Ry., <i>Exp.</i>	201
Bluck v. Capstick	[1804], 1808, 1810	—, <i>Re</i>	1527
— v. Lovering	924	—, <i>Re</i> , Brown v. Brown	1325
— v. Mallalue	607	— Partners v. Lambert	1164, 1838, 1839
Blue Ribbon Life Ass. Soc., <i>Re</i>	1003, 2063	— v. Bolton (2 Ch. D. 217)	99
Bluett v. Jessop	1220, 1268	— v. — (11 Ch. D. 968)	509
Blundell, <i>Re</i>	[841], 845, 1484, [1484]	— v. — (23 July, 1891)	902
— v. Blundell	656, 662, 945, 994, 1284, 1315	— v. — (7 Eq. 298)	1551
Blunden v. Desart	922	— v. Buckenham	1789
Blunt, <i>Re</i>	421	— v. Carlisle (Bp. of)	1916
— v. Clitherow	676	— v. Lanc. & Yorks. Ry. Co.	1974
— v. Fladgate	915, 916, 945, 946, 963, 975, 987	— v. Liverpool (Corp. of)	74, 75, 80
— v. Heslop	234	— v. Lond. Sch. Bd.	454, 459
— v. Lack	1343	— v. Natal Land Co.	605 Add., 1806, 2070
Blyth's Trusts, <i>Re</i>	2014, 2039	— v. Powell	1199
Blyth, <i>Re</i>	7, 112, 113 [855]	— v. Salmon	1600, 1789, 1792
— & Young, <i>Re</i>	728, 732, 737	— v. Stannard	1298
— v. Carpenter	1623, [1628], 1665	— v. Ward	1550, 1561
— v. Fanshaw	261	Bompas v. King	1634, 1639
— v. Green	821	Bonar v. Macdonald	1788
Blythe, <i>Exp.</i> , <i>Re</i> Blythe	1819	Bonass, <i>Exp.</i>	267 Add.
—, <i>Re</i> , <i>Exp.</i> Banner	112, 113, 1914	Bond, <i>Re</i>	136
— v. Scholefield	683	— v. Bourdillon	1075
Boalder, <i>Re</i>	690	— v. Kent	1905
Boaler v. Holder	34	— v. Milbourn	1810
Boarder v. Lindsay	57	— v. Tone	279
Boardman, <i>Re</i> , Boardman v. Boardman	1512	— v. Walford	[1434], 1434
Boatwright v. Boatwright	1223	Bone v. King	[941]
Bock v. Gorissen	1972	Bonelli's Electric Telegraph Co., <i>Re</i>	20
Boddington, <i>Re</i> , Boddington v. Clariot	1376	Bonfield v. Hassell	1427
Boddy v. Kent	104	Bongiovanni v. Société Générale	1970
Bodega Co. v. Owens	1994	Bonithon v. Hockmore	1639
Boden, <i>Re</i>	1049	Bonnard v. Perryman	457, 586
— v. Hensby	924	Bonnardet v. Taylor	71
		Bonner, <i>Re</i> , Tucker v. Good	1326

	PAGE		PAGE
Bonner v. Bonner . . .	1406	Boughton, <i>Re</i> , Leigh v. Boughton . . .	249
— v. G. W. Ry. Co. . .	606	— v. Boughton . . .	924
Bonnewell v. Jenkins . .	1838	Boulnois v. Peake . . .	537
Bonomi v. Backhouse . .	500, 501	Boulton v. Stubbs . . .	1789
Bonsar v. Bradshaw . . .	934	Boulton's Trusts, <i>Re</i> . . .	1009
— v. Cox 1212, 1786, 1787, 1788		— v. Beard . . .	1397
Bonsfield v. Grant . . .	824	Bourband v. Bourband . .	628
Bonville v. Bonville . . .	1811	Bourdillon v. Adair . . .	789
Boodle v. Davies . . .	360	— v. Collins . . .	1838
Booker, <i>Exp.</i> , <i>Re</i> West of Eng- land Bank . 607, 1020, 1021		Bourgoise, <i>Re</i> . . .	139, 846
—, <i>Re</i> . . .	1342	Bourke, <i>Re</i> . . .	1046, 1054
—, <i>Re</i> , Booker v. Booker . .	1910	— v. Davis . . .	40, 98, 486, 509, 513, 518
Booking v. Rendell . . .	[1650]	Bourne, <i>Re</i> . . .	[1010]
Boor, <i>Re</i> , Boor v. Hopkins . .	1217	—, Bourne v. Brand- reth . . .	1367
Boosey v. Fairlie . . .	581	—, Martin v. Martin . .	1195
Booth, <i>Re</i> . . .	1122, 1193	—, Rymer v. Harpley . .	1354
— and Kettlewell, <i>Re</i> . . .	1601	— v. Bourne . . .	1307
— v. Coulton . 652, 1379, 1380		— v. Buckton . . .	744
— v. Creswicke . . .	1613, 1619, 1649	— v. Coulter . . .	115
— v. Leicester . 625, 1211, 1379		— v. Mole . . .	962, 978
— v. Smith . . .	1761	— v. Taylor . . .	502
— v. Trail, <i>Re</i> Hayson . . .	433	Bournemouth Commrs. v. Hol- den . . .	347, 455
Bootle v. Blundell . . .	1292	Bouron, <i>Re</i> , <i>Exp.</i> Brandon . .	20, 234
— v. Knocker . . .	[1358]	Boursot v. Savage . . .	1750, 1920
Bord v. Tollemache . . .	661	Bourton v. Williams . . .	1586
Bordier v. Burrell . . .	325	Bousfield v. Dove, <i>Re</i> Dove . .	287
Boreham v. Bignall . . .	1269	— v. Godefroi . . .	140, 1910
Borneman v. Wilson . . .	105, 738	— v. Hodges . . .	297, 1857
Borough's Estate, <i>Re</i> . . .	1665 <i>Add.</i>	— v. Lawford . . .	1389
Borough Com. & Bldg. Soc., <i>Re</i> . . .	2068	Bouts, <i>Exp.</i> . . .	2088
Borries v. Imp. Ottoman Bk. .	1163	Bouverie, <i>Exp.</i> . . .	2042
Borthwick v. Evening Post . .	545, 546, 582	Bovill v. Cowan . . .	65, 68
— v. Ransford . . .	1154, 1246	— v. Crate . . .	459, 557, 706
Bos v. Helsham . . .	308, 353, 1881	— v. Goodier . . .	558, 560
Bosquevort v. Seymour . . .	1169	— v. — (2) . . .	557
Bostock v. N. Staf. Ry. . .	523, 526	— v. Hadley . . .	570
— v. Pearson . . .	[14]	— v. Hitchcock . . .	324, 556
— v. Smith . . .	808	Bowden, <i>Re</i> , Andrew v. Cooper .	971, 981
Boston Deep Sea, &c. Co. v. Ansell . 969, [1940], 1941, 1942		— v. Henchman [1259], 1392	
Bosville v. A. G. . . .	331	— v. Layland, <i>Re</i> Mars- den . . .	980, 1224
— v. Bosville . . .	817	— v. Russell . . .	407
Boswell v. Coaks . . .	263, 264, 266	Bowen, <i>Re</i> . . .	244, 415
— v. Gurney, <i>Re</i> Summers . .	1705	—, Bennett v. Bowen . . .	152
Bosworth, <i>Re</i> , Howard v. Eas- ton . . .	1284	—, James v. James . . .	782
—, Martin v. Lamb . . .	993	—, Lloyd - Phillips v. Davis . . .	1356 <i>Add.</i>
Botelar v. Allington . . .	84	— v. Bowen . . .	157
Bothamley v. Sherson . . .	1368	— v. Brecon Ry. . . .	656
Bothomly v. Fairfax . . .	654, 655	— v. Churchill, <i>Re</i> Davenport 1356 <i>Add.</i>	
Bott v. Smith . . .	1952, 1955	— v. Cobb . . .	1750
Bottomley v. Ambler . . .	359	— v. Evans . . .	312, 1755
Bouch, <i>Re</i> , Bouch v. Sproule . .	1421, 1483	— v. Pearson . . .	81
— v. Sevenoaks Ry. . . .	435	— v. Price . . .	1039
Boucher v. Wood . . .	341	Bower v. Conyers . . .	1405
Bouchier v. Taylor . . .	1328	— v. Cooper . . .	1873
Boucicault v. Chatterton . .	579	— v. Marris . . .	1206
— v. Delafield . . .	579	— v. Smith . . .	1431
— v. Warde . . .	[575]		

	PAGE		PAGE
Bowes, <i>Re</i> , Earl of Strathmore		Boyle, <i>Exp.</i>	1584
— <i>v.</i> Vane 1310, 1711, 1712		— <i>Re</i>	249
— <i>Exp.</i> Jackson	1630	— <i>v.</i> Bettws, &c. Co.	663, 664
— Estate (2), <i>Re</i>	2041	— <i>v.</i> Sacker	21, 345
— Act, <i>Re</i>	[1470]	Boynton <i>v.</i> Boynton (4 App. Cas.	
— <i>v.</i> Fernie	64	— 733)	106
— <i>v.</i> Law	461, 470	— <i>v.</i> — (C. A. 19	
— <i>v.</i> M. of Bute	1538	— June, 1878,	
Bowie <i>v.</i> Marquis of Ailsa	909	— A. 1271) [1913]	
Bowker <i>v.</i> Bowker	1377, 1383	— <i>v.</i> — (1 Bro. C. C.	
— <i>v.</i> Bull	1792	— 18)	810
— <i>v.</i> Evans	360	— <i>v.</i> — (2 Sw. & Tr.	
— <i>v.</i> Henry	1810	— 275)	817
— <i>v.</i> Hunter	112	Boys <i>v.</i> Bradley	1328
Bowles <i>v.</i> Hyatt, <i>Re</i> Hyatt	980,	— <i>v.</i> Ford	1586
— 1223		— <i>v.</i> Foulkes	[1067]
— <i>v.</i> Rump 1550, 1568, 1928		Boyse, <i>Re</i> , Crofton <i>v.</i> Crofton	96,
— <i>v.</i> Stewart	1918	— 140, 625, 1216	
Bowman, <i>Re</i>	1327	— <i>v.</i> Colclough	328, 1328
— <i>v.</i> Bell	652	— <i>v.</i> Rossborough	1945
— <i>v.</i> Hyland	1848, 1856	Boythorpe Coll. Co., <i>Re</i> , James	
— <i>v.</i> Pleydell	[11]	— <i>v.</i> Boythorpe Coll. Co.	1691
Bowmor, <i>Re</i>	1047	Bozon <i>v.</i> Bolland	921, 924, 930
Bown, <i>Re</i> , O'Halloran <i>v.</i> King	768	— <i>v.</i> Farlow	1798, 1836
— <i>v.</i> Stenson	304	Braby, <i>Re</i>	1995
Bowner, <i>Re</i>	1073	Braco, <i>Re</i> , Welch <i>v.</i> Colt	1253
Bowra <i>v.</i> Rhodes	206	— <i>v.</i> Duchess of Marlborough 1213,	
— <i>v.</i> Wright 831, 1048, 1062,		— 1756, 1757, 1758	
1069, 1569		— <i>v.</i> Foulkes	1562
Bowring <i>v.</i> Shepherd	1969, 1970	— <i>v.</i> Wehnert	1836
Bowser <i>v.</i> Colby	323, [334]	Bracey, <i>Re</i>	234, 236, 251
— <i>v.</i> Maclean	504	Bracken, <i>Re</i> , Doughty <i>v.</i> Town-	
Bowsher <i>v.</i> Watkins	1320, [1827]	— son	1190, 1216, 1397
Bowshire <i>v.</i> Watkins	971	— <i>v.</i> Bentley	1370
Bowyear <i>v.</i> Pawson	1161	Brackenbury's Trusts	1005
Bowyer <i>v.</i> Griffin	992	Brackenbury, <i>Re</i>	184, 1079
— <i>v.</i> Marshall, <i>Re</i> Mar-		— <i>v.</i> Gibbons	1354
— shall	284	Bradbrook, <i>Re</i> , Lock <i>v.</i> Willis	1481
— <i>v.</i> Woodman	790, 1611	Bradburn <i>v.</i> Morris	508
— Smijth, <i>Re</i>	[841]	Bradbury <i>v.</i> Beeton	542, 546
Box <i>v.</i> Box	789	— <i>v.</i> Cooper	37
— <i>v.</i> Jubb	514	— <i>v.</i> Dickens	592
Boxall <i>v.</i> Boxall	802, 804, 1196	— <i>v.</i> Hotten	577
Boxmoore, Trustees of, <i>Exp.</i>	2042	— <i>v.</i> Sharp	578 <i>Add.</i>
Boyce, <i>Re</i> 1031, 1041, 1047, [1072],		— <i>v.</i> Wild	1767
— 1077, 1082		Bradby <i>v.</i> Southampton Board	2007
— <i>v.</i> Gill	629	Brader <i>v.</i> Kerby	1041
— <i>v.</i> Warburton	1181	Bradford, <i>Re</i>	943
Boycott, <i>Re</i>	247, 248, 1080	— , Thursby and Fa-	
Boyd's Settled Estates	976, 1005,	— rish	723
— 2014		— Bank <i>v.</i> Cure, <i>Re</i>	
— Trusts, <i>Re</i>	698	— Clough	741, 1818
Boyd, <i>Exp.</i> , <i>Re</i> Armstrong	776	— Banking Co. <i>v.</i> Briggs	1712,
— <i>Re</i> , Neild <i>v.</i> Boyd	1253	— 1756	
— <i>v.</i> Boyd	1464	— (E.) <i>v.</i> Romney	1440, 1914
— <i>v.</i> Brooks	1287	— (Earl of), <i>Re</i> , Brad-	
— <i>v.</i> Dickson	1855	— ford (Earl of) <i>v.</i>	
— <i>v.</i> Horrocks	552 <i>Add.</i>	— Bridgman	[1476]
— <i>v.</i> Petrie	66, 70, 71	— (Mayor of), <i>Exp.</i> , <i>Re</i>	
— <i>v.</i> Shorrocks	1682, 1683	— Hargreave's Trusts	2016,
Boydell <i>v.</i> Millar	919	— 2026	
Boyes <i>v.</i> Cook	1253	— Tram Co., <i>Re</i>	2058, 2060,
— <i>v.</i> Liddell	1853	— 2063	
Boylan <i>v.</i> Cusack	986		

	PAGE		PAGE
Bradford v. Brownjohn .	[1488], 1493	Brandon v. Brandon (3 Swa.	318) . 1327
—— v. Nettleship .	1263	—— v. —— (4 Ves.	800) . 1483
—— v. Young 1191, 1195, 1335,	1336	—— v. McHenry .	379
—— v. ——, <i>Re</i> Fal-		—— v. Woodthorpe .	789
conar's Trusts .	744	Brandram, <i>Re</i> .	274, 1013, 2015
Bradlaugh v. De Riss .	1337	Brandreth, <i>Re</i> .	951, 1996
Bradley's Settled Estates, <i>Re</i> .	1043, 1069	Branmer's Estate, <i>Re</i> .	[2037], 2040, 2042
—— Settlement, <i>Re</i> .	1031	Branson v. Stammers .	1838
Bradley, <i>Re</i> .	1043	Branton v. Weightman, <i>Re</i>	
——, <i>Brown v. Cottrell</i> .	1328	Hall .	1325
—— v. Borlase .	1618	Brant v. King .	[178], 178, 1192
—— v. Bradley .	815	—— v. Parsons, <i>Re</i> Smith .	[1534]
—— v. Clayton .	83	Branton v. Griffiths .	1672
—— v. Munton .	1053, 1056	Brasher's Trusts, <i>Re</i> .	2020
—— v. Peixoto .	1355	Brasher, <i>Re</i> .	2024
—— v. Riches .	1750	Brasnett's Case, <i>Re</i> Norwich	
—— v. Stelfox .	705	Equitable Co. .	724
Bradshaw, <i>Exp.</i> .	2039	Brass, <i>Re</i> .	1051
——, <i>Re</i> .	1045, 1052, [1076]	Brassey, <i>Exp.</i> .	[787]
—— v. Bradshaw .	845, 854	Brassington v. Cussons .	[159]
—— v. Fane .	2042	Braund v. E. of Devon .	1111, 1112, 2016
—— v. Huish, <i>Re</i> Huish .	1352	Braunstein v. Lewis .	752, 773
—— v. Outram .	1603	Bray v. Briggs .	1844
—— v. Tasker .	1102	—— v. Gardner .	[563]
—— v. Waldy, <i>Re</i> Waldy .	[425]	—— v. Hooper .	398
Brady's Case .	1840	—— v. Stevens .	1351
Brady, <i>Re</i> .	248, 249, 262	—— v. Tofield, <i>Re</i> Greaves .	109, 1189, 1224
Braham v. Beachim .	540, 546	—— v. West .	997
—— v. Bustard .	545	Braybrooke (Lord) v. A. G. .	207
Brain, <i>Re</i> .	348, 349	—— v. Inskip .	1043
Braintree Local Bd. v. Boyton .	526	Braye, <i>Exp.</i> .	2041
Braithwaite, <i>Exp.</i> .	2039	——, <i>Re</i> .	2017
——, <i>Re</i> , Braithwaite v.		Brazier v. Hudson .	1278
Wallis .	962, 977, 1247, 1262	Breadalbane (M.) v. M. Chandos	1440
—— v. Kearns .	93	Brearcliff v. Dorrington .	422, 428
Bramble, <i>Exp.</i> , <i>Re</i> Toleman .	924	Brecon (Mayor of) v. Seymour .	1598, 1757
Bramley, <i>Re</i> .	1483	Bredicot (Rector of), <i>Exp.</i> .	2013
Brampton and Longtown Ry.		Bree v. Marescaux .	18
Co. .	2061	Breed, <i>Re</i> .	857
Bramwell v. Halcomb .	576	Breet v. Carmichael .	1219
—— v. Lacy .	471	Bremer v. Freeman .	1196
Brancker, <i>Re</i> .	1048	Brenan v. Brennan .	1450
Brand, <i>Re</i> , <i>Exp.</i> Francis .	1974	—— v. Preston .	614, 651
—— v. Mitson .	458, 460, 620	Brennen, <i>Re</i> , <i>Exp.</i> Saffery .	1676
Brandling v. Humble .	204	Brent, <i>Re</i> .	1421
Brandao v. Barnett .	1711, 1973	Brentnall, <i>Re</i> .	1080
Brandon's Patent, <i>Re</i> , <i>Exp.</i>		Brentwood, &c. Co. .	1711, 1905
Doty .	1986	—— Brick and Coal Co.,	
—— Trusts .	[90, 838], 855	——, <i>Re</i> .	1904
Brandon, <i>Exp.</i> , <i>Re</i> Bouron .	20, 234	—— Co., <i>Re</i> .	1885
—— v. Brandon (5 Madd.		Brereton v. Edwards .	[423], 423, 427, 428, 669
473) .	675	Breslauer v. Barwick .	1160
—— v. —— (1 Dr. & S.		Breton's Estate, <i>Re</i> , Breton v.	
16) .	679	Woolven .	777
—— v. —— (3 D. & J.		Breton, <i>Re</i> , Breton v. Woolven	1428
524) .	680, 1782	Brett, <i>Re</i> , <i>Exp.</i> Irving .	1700
—— v. —— (10 W. R.		—— v. Clowser .	308, 508, 1881
287) .	1634		
—— v. —— (W. N.			
(66) 253) .	1270		

	PAGE		PAGE
Brett v. E. India Ry. Co. . .	1837	Briggs v. Upton . . .	1327
— v. Greenwell . . .	804	— v. Wilson . 725, 1222, 1224,	1256
Brettle, <i>Re</i> . . .	768	Bright's Settlement . . .	1663
Brewer, <i>Exp.</i> , Wilts and Som-		Bright, <i>Re</i> , Smith v. Druce . [697]	
erset Ry., <i>Re</i> . . .	843	— v. Campbell . . .	1608, 1640
— v. Broadwood . 1842, 1857		— v. Hutton . . .	1797
— v. Brown . 1843, 1880, 1881		— v. Larcher . . .	1378
— v. Pocock . . .	1284	— v. Legerton . 916, 979, 981	
— v. Square . [1590], 1592		— v. North . . .	603
— v. Yorke . . .	744	— v. Tyndall . 144, [318], 320	
Brewin v. Austin . . .	1650	Brighton and Dyke Ry. Co., <i>Re</i>	2050
— v. Briscoe . . .	917	— Marine v. Woodhouse . 355	
Brewood Ry. Co., <i>Re</i> . . .	2055		<i>Add.</i>
Brewster v. Prior . . .	1254	Brignall v. Whitehead . . .	105
— v. Woodall. 89, [1852], 1854		Brigstocke v. Brigstocke . .	1494
Briant, <i>Re</i> , Poulter v. Schaackel [798].		Brindley v. Partridge, <i>Re</i> Nor-	
800, 801, 802, 1389		rington . 978, 1417, 1419, 1420	
— v. Dennett . . .	1263	Brine v. G. W. Ry. . . .	604
— v. Mann . . .	1562	Brinkley v. A. G. . . .	1337, 1388
Brice v. Stokes . . .	962	Brinton v. Lulham, <i>Re</i> Lulham	1493
Brickenden v. Williams . .	781	Briscoe, <i>Re</i> (20 W. R. 504) .	113
Bridewell Hosp., <i>Re</i> . . .	268, 1095	— (2 D. J. & S. 249) . 2041	
— v. Ward . 494 <i>Add.</i>		— v. Briscoe . . .	930, 931
Bridge, <i>Re</i> , Franks v. Worth .	276	Bristed v. Wilkins . . .	428, 1414
— v. Beadon . . .	1663	Bristol's (M. of) Settled Estates,	
— v. Branch . . .	693	<i>Re</i> . 1530 <i>Add.</i>	
— v. Bridge . . .	1429	Bristol (Corp. of) v. Westcott .	592,
— v. Brown . . .	995, 1277	— . 1857	
— v. Quick . . .	1977	— (E.) v. Hungerford . .	1756
Bridgend Gas Co. v. Dunraven	1842	— (Mayor of) v. Cox . .	65
Bridger, <i>Re</i> , Brompton Hosp. v.		— and N. Somerset Ry.	
Lewis . . .	1145 <i>Add.</i>	Co., <i>Re</i> . . .	2050
— v. Deane, <i>Re</i> Deane . .	1469	— &c. Bread Co. v. Maggs .	592,
— v. Penfold . . .	297	— . 1839	
— v. Savage . . .	1218	— &c. Ry. Co. v. Somerset	
Bridges, <i>Re</i> , Holt v. Bridges .	1235,	and Dorset Ry. Co. . .	1835
1408		— Grammar School . .	1096
— v. Bridges . . .	867, 869	— School, <i>Re</i> . . .	2029
— v. Hindman . . .	1200	Bristow v. Booth . 1031, 1032, 1053,	
— v. Stephens . . .	481	— . 1072	
Bridgetown Waterworks Co. v.		— v. Bristow . . .	1406
Barbados Water Supply Co. .	142	Bristowe v. Needham. 676, 678, 1619	
Bridgewater v. De Winton .	69	Brit. and Foreign, &c. Co. v.	
Bridgman, <i>Re</i> . . .	1024, 1079	Wright . . .	58
— v. Blackwell, <i>Re</i>		Brit. Bldg. Soc., <i>Re</i> . . .	1766
Blackwell . . .	167	Brit. Burmah Lead Co., <i>Re</i> ,	
— v. Gill . . .	965	Vickers' Case . . .	1933
Bridgwater Navig. Co., <i>Re</i> .	1421	Brit. Dynamite Co. v. Krebs .	164,
Bridle, <i>Re</i> . . .	1368	— . 167, 747	
Bridson v. Benecke . . .	550	Brit. Emp. Co. v. Sugden. 1579, 1657	
— v. M'Alpine . . .	550	Brit. Emp. Shipping Co. v.	
— v. Smith . . .	157	Somes . . .	56
Brien v. Swainson . . .	1839	Brit. Equitable Co. v. G. W.	
Brier, <i>Re</i> , Brier v. Evison . 316, 963,		Ry. Co. . .	1924
964		Brit. Guardian Life Ass. Co., <i>Re</i>	969
Brierley Hill Local Board v.		Brit. Imperial Co., <i>Re</i> . .	14
Pearsall . . .	356	Brit. India Steam Navigation	
Briesemann v. Smith . . .	[88]	Co. v. Comms. of Inland	
Briggs and Spicer, <i>Re</i> . 1956, 1961		Revenue . . .	140
— v. Chamberlaine . 777, 790		Brit. Land Co. of America, <i>Re</i>	2070,
— v. George . . .	1351	— . 2071	
— v. Jones . . .	1748	Brit. Museum v. White . 1143, 1145,	
— v. Massey . . .	1664	— . 1146	
— v. Pike . . .	1680		

	PAGE		PAGE
Brit. Mutual Banking Co. v. Charnwood Forest Ry. Co.	1926	Broderick, <i>Exp.</i> , <i>Re</i> Beetham	1703
Brit. Mutual Invest. Soc. v. Cobbold	944, 1170	Brodie v. Barry	661
Brit. Mutual Invest. Soc. v. Smart	1199, 1704	— v. Bolton	1233
Brit. Seamless Paper Box Co., <i>Re</i>	969	— v. Johnson	716
Brit. Tanning Co. v. Gioth	2004	— v. Kilmorey	[289] <i>Add.</i>
Britain v. Overton	1111	Brodribb v. Brodribb	407
— v. Rossiter	1839, 1840	Brogden, <i>Re</i>	961, 1020
Britannia Bldg. Soc., <i>Re</i>	1771 <i>Add.</i>	—, Billing v. Brogden	960, 1396
— Mills, <i>Re</i>	2065	— v. Leather	[1540]
Briton Medical Assoc., <i>Re</i>	118	— v. Llynvi Ry.	[594]
Briton Medical Assoc. v. Britannia Fire Assoc.	74, 223	Bromage v. Davies	312, [941], 943
Briton Medical Assoc. v. Jones	706	Bromfield, <i>Exp.</i>	873
Briton Medical and General Life Assoc., <i>Re</i>	694	Bromilow v. Phillips	407 <i>Add.</i>
Briton Medical and General Life Assoc. v. Jones	727	Bromhead, <i>Re</i>	922, 1009
Briton Medical and General Life Assoc. v. Perkins	691	Bromley, <i>Re</i> (7 Beav. 488)	233, 234
Briton Mutual Assoc.	704	— (21 W. R. 155)	761
Britten v. Britten	787, 793	—, Sanders v. Bromley	1421
Brittlebank, <i>Re</i> , Coates v. Brittlebank	1464	— v. Kelly	1665
— v. Goodwin	980, 1225	Brompton, <i>Exp.</i>	1099
— v. Smith	98, 203	—, Incumbent of, <i>Exp.</i>	[1086]
Broad, <i>Exp.</i> , <i>Re</i> Neck	1973	— Hospital v. Lewis, <i>Re</i> Bridger	1145 <i>Add.</i>
—, <i>Re</i>	261	— Waterworks, <i>Exp.</i>	2058
— v. Munton, <i>Re</i> Bannister	293, 294, 1854, 1855	Bromwell v. Parr	624
— v. Selfe	1598, 1614, 1640	Brook v. Badley	1143, 1145
— v. Wickham	657	— v. Brook	1020, [1385], 1387
Broadbent v. Barlow	1171, 1742	— v. Evans	588
— v. Barrow, <i>Re</i> Ovey	1091, 1141, [1346], 1366	— v. Hatford	1550
— v. Groves, <i>Re</i> Cockcroft	113, 1295	— v. Stone	1638
— v. Imp. Gas Co.	524	— v. Wigg	325
Broader v. Saillard	526, 527	Brooke, <i>Re</i>	2041, 2042, 2044
Broadhurst v. Balcuy	973	—, Brooke v. Rooke	1351
Broadwater Estate, <i>Re</i>	1539	— v. Brooke	203, 763
Broadwood's Estate, <i>Re</i>	1500	— v. Brown	1062
Broadwood, <i>Re</i> (55 L. J. Ch. 646)	274, 1013	— v. Browne	1562, 1567
— (8 L. T. N. S. 632)	1011	— v. Cooke	[620]
— (1 Ch. D. 438)	1263, 2028	— v. Edwards, <i>Re</i> Edwards	386, 413, 414
Brock v. Kellock	1392	— v. Garrod	1835
Brocklebank v. E. London Ry. Co.	657	— v. Haymes	1254
— v. Lynn Steamship Co.	28	— v. Hicks	801
Brocklehurst v. Jessop	1189, 1211, 1607	— (L.) v. Mostyn	790, 834, 1006
— v. Printing and Publishing Co.	1681	— (L.) v. Rounthwaite	1879, 1880
Brocklesby, <i>Re</i>	[233], 1016	— v. Pearson	1956
— v. Temperance Bldg. Soc.	1663 <i>Add.</i>	— v. Todd	132
Broder v. Saillard	362, 522	— v. Wigg	326
		Brooker v. Brooker	986
		Brookfield v. Bradley	167, 1410
		Brooking, <i>Re</i>	2028, 2041
		— v. Brooking, <i>Re</i> Wood	900
		— v. Maudslay	33, 616, 617, 1919, 1922
		Brookman v. Hales	1493
		Brooks' Mortgage	1600
		Brooks, <i>Exp.</i> , <i>Re</i> Speight	737
		— v. Greathed	402
		— v. Keith	1430
		— v. Sutton	1178
		Brooksbank, <i>Re</i> , Beauchlerk v. James	1343
		Broome v. Wenham	518 <i>Add.</i>
		Brooshoof's Settlement, <i>Re</i>	2042, 2043
		Brophy v. Bellamy	853, 1005

Table of Cases.

xlvii

	PAGE		PAGE
Brougham v. Canvin	69	Brown v. Fenwick	2041
— (L.) v. Powlett 1148, 1267, 1406		— v. Gellatly 1411, 1418, 1419, 1420, 1830	
Broughton v. Broughton 1343, 1818		— v. Heselton	184
— v. Hutt	1914	— v. Hull	[1437]
Broun v. Kennedy	939, 1915	— v. Lake 1190, 1216, 1219, 1244, 1254	
Browell v. Pledge	1637	— v. Liell	57
— v. Reid	661	— v. Met., &c. Soc.	1631
Brown's Settlement	868	— v. Newall	629
— Trusts, <i>Re</i> 1471, 1663, 1750		— v. Oakshott	81, 298
— Estate, <i>Re</i>	1471	— v. Pearson	157
— Trusts	422	— v. Pringle	1392
— Will, <i>Re</i> 1354, 1429, 1522		— v. Rye	712, 1190, 1581
Brown, <i>Exp.</i> , <i>Re</i> Albion Ass. Co. 1806		— v. Sewell 70, 261, 263, 1907, 1909, 1910.	
—, <i>Re</i> Hastings	958	— v. Smith	854, 1335
—, <i>Re</i> Suffield 933, 934		— v. Stead	1757
—, <i>Re</i> Suffield and Watts	435 <i>Add.</i>	— v. Thames, &c. Co.	63
—, <i>Re</i> (29 Beav. 401)	321	— v. Thornton	86
— (4 Eq. 464) 251, 252, 257		— v. Trotman	934
— (16 W. R. 962)	404	— v. Tolley	952
— (50 L. T. N. S. 373) 1046		— v. Wales	75, 1574
— (15 March, 1851)	1071	— v. Walter	[648]
— (2 N. Ch. R. 151)	886	— v. Watkins	59, 63
— (3 August, 1878) [2037]		— v. Weatherby	1200
—, <i>Exp.</i> Rivill	868	Browne's Settlement, <i>Re</i>	1467
—, <i>Exp.</i> Smith	434	— Hospital, Stamford, <i>Re</i> 1096	
—, Bayley and Dixon, <i>Exp.</i> Roberts	1584	Browne, <i>Re</i> , <i>Exp.</i> Ador	1217
—, Brown v. Brown 1223 <i>Add.</i> , 1605 <i>Add.</i>		— (15 Beav. 61) 248, 249	
—, Brown v. Drew [24]		— (27 Beav. 324)	1377
—, Brown v. Hastings [958], 962		— (14 W. R. 298)	2017
—, Dixon v. Brown	967, 1914	— (6 Ry. Ca. 733)	2024
—, Penrose v. Manning 1325		— v. Butter	965
—, Ward v. Morse	227	— v. Collins 1156, 1158, 1421, 1522, 1830	
—, Shipley & Co. v. Keough 1710, 1972		— v. Freeman	542
— and Sibley's Contract, <i>Re</i> 1044, 1356, 1885		— v. Groombridge 1148, 1294	
— v. Ackroyd	779	— v. Hammond 1369 <i>Add.</i>	
— v. Alabaster	509	— v. La Trinidad	607, 608
— v. Barkham	1232	— v. Lockhart	1612, 1619
— v. Bateman	1670	— v. McClintock	326, 334, 337, 1926
— v. Black	[1967]	— v. Savage 1427, 1612, 1619, 1663	
— v. Brown (2 Eq. 481)	1343, 1427, 1444	— v. Warnock	1392
— v. — (1 Vern. 157)	359	Brownell v. Brownell	1178
— v. — (7 Eq. 185)	814	Browning, <i>Exp.</i> , <i>Re</i> Craycroft	377
— v. —, <i>Re</i> Bolton	1325	— v. Browning	1806
— v. Burdett	225, 1267	— v. Sabin	386
— v. Clark	804	Brownlie v. Russell	1766, 1771
— v. Commissioners for Railways	2006	Brownrigg v. Pike	781, 782
— v. Cole	1597	Brownson v. Laurance	1295
— v. Collins 140, 721, 843, 1158, 1317, 1483		Brownsword v. Edwards	84, 1919
— v. Cottrell, <i>Re</i> Bradley	1328	Bruce, <i>Exp.</i>	1703
— v. De Tastet 1159, [1815], 1818		—, <i>Re</i>	850
— v. Dibbs	1871	— (Lord Henry) v. Marq. of Ailesbury 1511, [1520], 1522, 1523	
— v. Farebrother	296	— v. Bruce	1466, 1468
		— v. Garden	1669
		Bruere v. Pemberton	987, 1203
		— v. Wharton	1650
		Bruff v. Cobbold	726, 727

	PAGE		PAGE
Bruin v. Knott	854	Buckley, <i>Re</i>	912
Bruiton v. Birch	109	— and Caton's Contract,	
Brumbridge v. Brumbridge	959	— <i>Re</i>	[291]
Brunel v. Brunel	1335	— v. Howell	1471
Brunsdon v. Humphrey	123	— v. Hull Dock Co. 330	Add.
Brunsdon v. Allard	934	— v. Roy. Nat. Lifeboat	
Brunskill v. Caird	1004, 1481	Inst., <i>Re</i> David	1143
Brunton v. Electric English		Buckmaster v. Buckmaster 761,	790
Corporation	923	— v. Lockhart	[436]
Brutton, <i>Re</i>	949	Bucknell v. Vickery	1598, 1639
— v. St. George's, &c.		Bucknill v. Morris, <i>Re</i> Bucknill	978,
Vest.	596	1003	
Bryan, <i>Re</i> , Godfrey v. Bryan	800	Bucks Ry. Co., <i>Re</i>	2040
— v. Bull	652	Buckston v. Rose	[697]
— v. Clag	1217	Buckton v. Hay, <i>Re</i> Ridley	770
— v. Cormick	661	— v. Higgs	226
— v. Mansion	206	Buckworth v. Buckworth	854
Bryant, <i>Exp.</i> , <i>Re</i> Padstow Total		Budd v. Davison	94
Loss Assoc.	733	Budding v. Murdock	39
—, <i>Re</i> (4 Ch. D. 98)	456, 633	Budge v. Gummow	975, 976
— (W. N. (76) 252)	166	Budgen v. Sage	705
— (50 L. T. N. S. 450)	943	Budget v. Hulford	1140
— (W. N. (68) 123)	1011	Buenos Ayres Gas Co. v. Wilde	407
— and Barningham, <i>Re</i>	312,	Buest v. Bridge	384
1513, 1858, 1873		Buffy v. Stevens	[520]
— and May, <i>Re</i>	1992	Bugden v. Bignold	1741
— v. Bull	661, 667	— v. South	67
— v. Busk	1857, 1875	Building Societies' Trust, <i>Re</i>	340
— v. Lefever	493	Bulkeley v. Bulkeley [1906, 1907]	
— v. Reading	443	— v. E. Eglinton	1079
Bryce v. Bannister	139, 140	— v. Hope	320
Brydges v. Phillips	1293	— v. Jones	134, [628]
Brymbo (Vicar of), <i>Re</i>	2026	— v. Stephens	1418, 1419
Bryne, <i>Exp.</i>	67	Bull, <i>Re</i> , Catty v. Bull	1293
Bryon, <i>Re</i> , Drummond v. Leigh 1325		— v. Birkbeck	1487
— v. Saloon Omnibus Co.	228	— v. Bull	1568
Bryron v. Whitehead	1836	— v. Faulkner 922, 1635, [1714],	
Bubb v. Yelverton	482, 1333	—	1723
Bucle v. Albo.	1197	— v. Hutchens	1754
Bucleuch (D.)	43 Add.	— v. West Lond. Sch. Bd.	264
— v. Eden	1165	Bullan, <i>Re</i>	1015
— v. Met. Bd. of		Bullen v. Ovey	633
Wks. 359, 513, 2006		— v. Sharp	1825
— v. Wakefield	503	Bullen-Smith, <i>Re</i> , Berners v.	
Buchan's Case	1005	Berners	1335
Buchan v. Artlett	486	Buller v. Plunkett	961
Buchanan v. Andrew	501	Bullers v. Dickinson	495
— v. Greenway 1650, [1730]		Bulley v. Bulley	931, 1712
Buck, <i>Exp.</i>	2039, 2045, 2046	Bullin v. Teece	463
— v. Bowker	984	Bullis v. Jones, <i>Re</i> Jones 166, 1514	
— v. Fawcett	112	Bullmore, <i>Re</i> , Bullmore v.	
— v. Robson	1199	Wynter	1326
Buckell v. Blenkhorn	[833]	Bullock, <i>Re</i> , Goode v. Lickorish 1006	
Buckeridge v. Whalley	287, 1176,	— & Co. v. Corrie & Co.	80
1177 1636,		— v. Bullock	964, 975
Buckham v. The Trustees, &c.		— v. Crockett	1798, 1810
of Whitehaven [1001], 1005, 1615		— v. Downes	1256, 1327
Buckingham, <i>Re</i>	2014	— v. Wheatley	960
— v. Sellick	1536	Bulman v. Young	74
Buckland v. Papillon	1835	Bulmer, <i>Re</i> , <i>Exp.</i> Johnson	1783
Buckle v. Fredericks	470	— v. Hunter	1955
— v. Lordonny [1765], 1766		Bulmore v. Williams	1962, 1963
— v. Mitchell	1961	Bulnois v. Mackenzie	560
Buckley's Trusts, <i>Re</i>	857	Bulpett v. Sturges	1750

	PAGE
Bulstrode v. Bradley	986, 1158
Bulteel v. Grepe	117
— v. Plummer	1469
Bulwer Lytton's Will, <i>Re</i>	1530
— v. Astley 1379, 1609, 1760	
Bumpstead, <i>Re</i>	1071
Bumpus v. Bumpus	1366
Bunbury v. Bunbury	78, 81, 624, 625, 683, 684
Bund v. Green, <i>Re</i> Kibblewhite	1018
Bundy v. Board	[145]
Bunn, <i>Re</i> , Isaacson v. Webster	1356
— v. Bunn	84
Bunnett, <i>Re</i>	340
— v. Foster	1268
Bunny, <i>Re</i>	136
Bunting v. Marriott	1284
— v. Sargent	1120, 1221
Bunyard, <i>Re</i> , <i>Exp.</i> Griffin	1218
Burbidge v. Robinson	68
Burch v. Coney	1200
Burchell v. Clarke	1915
— v. Hawes, <i>Re</i> Hawes	1606 <i>Add.</i>
Burd v. Burd	269
Burden v. Burden	[1828]
— v. Oldaker	1616
Burder v. Veley	690
Burdett, <i>Re</i> , <i>Exp.</i> Byrne	1679
— v. Hay	[453], 454, 629
— v. Rockley	395
Burdick v. Garrick 743, 745, 746,	
940, 969, 981, 988, 996, 1165,	
[1167], 1170, 1223	
Burdon, Muller, <i>Re</i>	[1745]
— v. Barkers 1799, 1802, 1805,	
1809	
Burfield v. Rouch 1798, 1806, 1810	
Burford, <i>Re</i>	864
Burge v. Brutton	1286, 1287
Burgess's Case, <i>Re</i> Hull and	
County Bank	1935
Burgess, <i>Re</i>	1080
—, Burgess v. Bot-	
tomley	824
— v. Burgess (3 D. M. &	
G. 896)	541, 545
— v. — (1 Feb.,	
1877, A. 559)	290
— v. Eve	1787
— v. Hills	545, 633
— v. Mawbey	1609
— v. Vinnicome, <i>Re</i>	
Barber 29, 317, 998, 1216, 1266,	
1353	
Burgoine v. Moordaff, <i>Re</i> Bur-	
goine	325
— v. Taylor	122
Burgen v. Lacey	[487]
Burgoyne, <i>Re</i>	1993, 1998
Burham Brick Co., <i>Re</i>	2003
Burke, <i>Re</i> 855, 1012, 1377, 2003	
— v. Burke, <i>Re</i> Pike	1278
— v. Gose 1513, 1514, 1527	

	PAGE
Burke v. Lord Rokeby	1871
Burkett v. Spray	1269
Burkill, <i>Re</i> , Godfrey v. Burkill	[398]
Burkitt v. Ransom	1266
Burks v. Myddleton	[1780]
— v. Rogerson	1787
Burland's Trade Mark, <i>Re</i> , Bur-	
land v. Broxburn Oil Co.	18
Burland, <i>Re</i>	1999
Burley v. Evelyn	1308
Burlinson v. Hall	439, 1664
Burlton v. Carpenter	375
Burmester v. Moxon	1592
Burn v. Carvalho	1972
— v. Herlopson	665
Burn-Murdock v. Charlesworth	1429
Burnaby's Settled Estates, <i>Re</i>	1482
Burnaby v. Baillie	137, 331, 1469
— v. Equit. Rev. Int.	
Soc. 781, 803, 1859, [1862]	
Burnard v. Calisher	367, 368
Burne, <i>Re</i>	250
Burnell's Estate, <i>Re</i>	2029, 2041
Burnell, <i>Exp.</i>	1931
— v. Brown	1880
— v. Burnell 157, 1538, 1556	
— v. Firth	1857
Burnett, <i>Re</i>	98, 1489
— v. Anderson	440
— v. Tak	553
Burney, <i>Re</i>	1073
Burnham Nat. Sch., <i>Re</i> 1100, 1114,	
1115, 1121	
Burnley Equit. Soc. v. Casson	836
Burns v. Irving	[420]
Burr, <i>Re</i> , <i>Exp.</i> Clarke	1905
— v. Wimbledon Local Board	1853
Burrage, <i>Re</i>	1006
Burrell, <i>Re</i> , Burrell v. Smith	1203,
1266, 1658	
— v. Delevante	1380
— v. Egremont (E. of)	1606
Burridge v. Bellew	916
— v. Row	979, 1297
Burroughes, <i>Re</i> , Lynn & Sex-	
ton	[1882], 1885
— and Lynn, <i>Re</i>	1853
Burroughs, Wellcome & Co., <i>Re</i> ,	
<i>Exp.</i> Wellcome	1996
— v. Elton	1320
— v. Oakley	1853
Burrow v. Scammell. 1848, 1878, 1879	
— v. Sharp	466, 470
Burrowes v. Gose	1257, 1320
— v. Lock	962, 1924
— v. Molloy	1583
Burrows v. Foster	592
— v. Holley	1656, 1753
— v. Walls	214, 979
Bursill v. Tanner	79, 81, 753
Burstall v. Beyfus 34, 35, 56, 77, 943	
— v. Bryant	443
— v. Fearon	105
Burt, <i>Re</i>	1048, 1059

	PAGE		PAGE
Burt v. Arnold, Re Jeffery	858, 858 Add.	Butler v. Lowe	[984]
— v. Hellyon	1326, 1551	— v. Mathews	390
— v. Trueman	1297	— v. Powis	1842
Burton's Will, Re, Banks v. Heaven.	858, 858 Add.	— v. Wearing	434
Burton, Exp.	1958	— v. Withers	1003
—, Re Tunstall	1675	Butlin, Re	771
—, Re, Burton v. Burton	826	— v. Allibone	329
— &c. Co., Re	66	— v. Masters	337
— v. Darnley (E.)	888	Buttanshaw v. Martin	1499
— v. Gray	965, 1702, 1703	Buttenshaw v. Williams	[1851]
— v. Mount	1419	Butterfield, Re	2043
— v. Pierpoint	1408	— v. Heath	1960, 1961
— v. Roberts	434, 435	Butterworth, Re, Exp. Russell	1955
— v. Sturgeon	818, 1435	— v. Walker	1843
— v. Todd	1853, 1870	Buxton, Exp., Re Miller	1705
Bury v. Allen	1805	— v. Buxton	1319
— v. Alsen	1810	— v. Campbell, Re Barker	980 Add., 1256
— v. Bedford	544	— v. Lister	1797, 1835
— v. Johnson	312	— v. Monkhouse	660
— v. Oppenheim	1946	Byam v. Byam	1020
Busby v. Seymour	1189	— v. Sutton	1377
Busfield, Re, Whaley v. Busfield.	17, 19, 20	Byerley v. Prevost	1671
Bush, Re	236, 240	Bygrave v. Met. Board of Works	2036
— v. Bush	1279	Byne v. Vivian	1759
— v. Trowbridge, &c. Co.	226, 605, 2006	Byng's Settled Estates, Re	1504
— v. Watkins	136, 1247	Byng v. Gwallini	882
Bushby v. Munday	624, 625	Byram v. Tull, Re Dixon	773, 1395
— v. Seymour	1224	Byrch, Re	231
Bushell, Re, Exp. Izard	653, 676	Byrd v. Nunn	40
— v. Bushell	1754	Byrne, Exp., Re Burdett	1679
— v. Pocock	1839	— v. Brown	43, 366, 1920
Bushman v. Morgan	1182, 1909, 1910	— v. Norcutt	996
Bushnell, Exp.	[1497]	— v. Tienhoven	1839
Busk v. Aldam	1469	Byron's Charity, Re	201, 1001, 1527, 2014
Bustros v. Lenders	355, 360	— Estate, Re	2044
— v. White	56, 65, 67, 72, 82, 726	— Settlement, Re, Williams v. Mitchell	1253
Butcher, Exp., Re Mellor	1823	— Trusts	2043
— v. Nash	1838	Byron (Lady), Exp.	2047
— v. Pooler	219, 723, 1812	—, Re	2040
— v. Stead	1959	— v. Met. Saloon Omnibus Co.	1691
Butchers' Co., Re	2040		
Bute's (M. of) Case	843, 844, 846		
Bute (M. of), Re	1026, 1027, 1049		
— Bute v. Ryder	1481		
— v. James	[90], 96, 99		
— v. Walker, Re	[929], 1160		
Dickinson	[929], 1160		
Butler's Trusts, Re, Hughes v. Anderson	803		
— Wharf Co., Re	725		
— Will, Re	1500, 2028		
Butler v. Butler	407, 752, 776, 777, 853, 967, 977, 1367		
— v. Carter	979		
— v. Cumpston	762, 763		
— v. Duncomb	1232		
— v. Freeman	900		
— v. Knight	112, 916		
— v. Kynnersley	481		

Table of Cases.

li

	PAGE
Cafe v. Bent	1020, 1255, 1417
Cahill v. Cahill	763, 768, 777, 791, 804, 812, 814, 981
— v. Martin	804, 981
Caine, <i>Re</i>	791
Caird v. Moss	123, 1915
— v. Sime	578, 581
Calcraft v. Thompson	491, 492
Caldecott v. Caldecott	1329, 1413, 1417, 1418, 1419, 1420
— v. Harrison	792
Calder v. Dobell	1164
Caldicott, <i>Exp.</i> , <i>Re</i> Hart	1212
— v. Brown	1480
Caldwall v. Baylis	480
Caldwell v. Matthews	1614
— v. Pagham Harb. Re- clamation Co. [41], 457	
— v. Vanvlissengen	550
Caledon v. Ivory	1198
Caledonian Ry. v. Belhaven	502
— v. Carmichael	1180, 1182
— v. Greenock, &c. Ry.	356
— v. Ogilvy	2006
— v. Solway Junc- tion Ry. Co.	603
— v. Sprot	501, 502
— v. Walker	2006
Caley v. Caley	826
Californian Fig Syrup Co., <i>Re</i>	2004
Callagan, <i>Re</i> , Elliott v. Lam- bert	[882], 888
Callaghan v. Dolwin	361
Callender v. Wallingford	1160
Calley v. Richards	79
Callisher v. Bischoffsheim	113
Callow v. Bridge	384
— v. Callow	805, 1306, 1367
— v. Young	633
Calmady v. Calmady	760, 1551, 1558
Calne Ry. Co., <i>Re</i>	[1719], 1722
Calton's Will, <i>Re</i>	274, 2015
Calton v. Bragg	1180
Calver v. Laxton, <i>Re</i> Jones	655, 1285, 1286, 1287
Calvert v. Armitage	1145
— v. Godfrey	303, 312, 868
— v. London Dock Co.	1738
— v. Sebright	1129, [1319]
— v. Thomas	1680
Cambefort & Co. v. Chapman	123
Camberwell, &c. Building So- ciety v. Holloway	1844, 1855, 1880, 1881
Cambrian Mining Co., <i>Re</i> , <i>Exp.</i> Fell	1636
— Ry. Co. <i>Re</i>	378, 2048, 2049, [2049], 2050, 2051
Cambridge (Corp. of), <i>Exp.</i>	2019
— v. Rous	1263
Camden (M.) v. Murray	845, 869, 1006

	PAGE
Cameron, <i>Re</i>	1960
—, Nixon v. Cameron.	1204, 1308
Camille v. Donato	259
Camp v. Coe, <i>Re</i> Bacon's Will	1354
Campana v. Webb	458
Campbell's Policies	1429
Campbell & Sons (Robert), Limited and Reduced	[2065, 2068]
Campbell, <i>Exp.</i> (5 Ch. 703)	78
— (M. R., 1842)	859
— <i>Re</i> , Campbell v. Campbell	1286, 977 <i>Add.</i> , 1255 <i>Add.</i> , 1296 <i>Add.</i>
— (3 D. M. & G. 585)	237
— (18 L. T. N. S. 202)	1046
— v. Allgood	478
— v. A. G.	64
— v. Bainbridge [1425], 1430	
— v. Beaufoy	1195
— v. Campbell 826, 1278, 1463	
— v. Cie. Gen. de Belle- garde	663, 664
— v. French	789
— v. Graham	1245, 1388
— v. Harding	788
— v. Holyland	347, 1655, 1658
— v. Home	997
— v. Houlditch	1331
— v. Ingilby	1444
— v. Lloyd's Bank.	649, 660
— v. Lucy	1191
— v. Mackay	888
— v. Poulett (L.)	57
— v. Radnor (E.)	1143, 1145, 1146
— v. Rothwell	1791
— v. Scott	577
— v. Shugar	1659
— v. Solomans	444
Campden's Charities, <i>Re</i>	1091, 1093, 1094, 1095, 1096, 1099, 1100
Campion, <i>Re</i> , Dudley v. Cam- pion	966 <i>Add.</i>
— v. Cotton	1955
Canada, Dominion of, &c. Co., <i>Re</i>	1692 <i>Add.</i>
Canadian Land, &c. Co., Coven- try and Dixon's Case	969
— Meat Co., <i>Re</i> , Tamp- lin's Case	1933
Candler v. Tillett	963
Candy v. Maughan	440
Cane, <i>Re</i> , Ruff v. Sivers	318
— v. Martin	920
Canham v. Neale	[701]
Cann, <i>Re</i>	2024
—, <i>Exp.</i> Hunt	1673
— v. Cann	308, 964, 1881
— v. Wilson	1171, 1929

	PAGE		PAGE
Canning v. Canning	1564, 1568	Carlill v. Carbolic Smoke Ball Co.	140 <i>Add.</i>
— v. Catling	1840	Carling's Case	969, 1941
Cannington v. Nuttall	552	Carlisle, <i>Re</i> , Clegg v. Clegg. 353, 355, 356	
Cannock and Windlebury Colliery Co., <i>Re</i>	[1688]	—, &c. Ry. Co.	2044
— v. Jauncey.	69	— Bank, <i>Exp.</i>	1958
Cannon v. Johnson	1558	— Banking Co. v. Thompson	1767
— v. Trask	[601], 602, 608	— City and District Ry. Co. v. Thompson	1756
— v. Villars	462, 506	— (Corp.) v. Wilson	1155
Cannot v. Morgan	[116], 698, 734	— v. Berkeley (L.)	654
Cant, <i>Re</i>	2029, 2037	— v. S. E. Ry.	605
Canterbury v. A. G.	349	Carlton v. Carlton, <i>Re</i> Watson	1193
— (Abp. of), <i>Exp.</i>	2032	Carlyon, <i>Re</i> , Carlyon v. Carlyon	276
— (Dean of), <i>Exp.</i>	2026, 2040	— v. Spry	1003 <i>Add.</i>
Cantley, <i>Re</i>	1043	— v. Truscott. 1207, 1249, 1296, 1857	
Capdevielle, <i>Re</i>	1334	Carmichael v. Carmichael	1177, 1197, 1198, 1278
Cape Breton Co., <i>Re</i>	1941	— v. Gee	1380
— v. Fenn	915, 916, 971	— v. Wilson	983
— Copper Co. v. Comptoir d'Escompte de Paris	95	Carnac, <i>Re</i> , <i>Exp.</i> Simmonds	1914
Capel v. Butler	1790	Carne, <i>Exp.</i>	1783
— v. Wood	1493	— v. Long	1140
Capell v. G. W. Ry. Co.	2008	Carnegie, <i>Re</i>	885
Capital and Counties Bank v. Henty	587	— v. Carnegie	760
— Fire Ins. Co., <i>Re</i>	922, 923, 924	Carney, <i>Re</i>	2040
Capon's Trusts, <i>Re</i>	1468	Carnforth Co., <i>Exp.</i>	735
Capper, <i>Re</i>	652	Carolan v. Brabazon	1847
— v. Terrington	1616	Caroli v. Hurst	156
Capps v. Capps.	106	Carpenter, <i>Re</i>	1043, 1069
— v. Norwich and Spalding Ry. Co.	1872	— v. Deen	1674, 1677, 1682
Capron v. Capron	1483	— v. Sol. to Treasury	654
Caproni v. Alberti	582 <i>Add.</i>	— v. Parker	1632
Car v. Countess Burlington	1408	Carpmael v. Powis	78, 1915
Cardell v. Hawke	94, 1216, [1819]	— v. Proffitt	2045
Cardiff (Mayor) v. C. W. Co.	630	Carr's Patent	1986
— Savings Bank, Marquis of Bute's Case	969	— Trusts, <i>Re</i>	803
— Steamship Co. v. Barwick	224	Carr, <i>Re</i> (36 W. R. 688)	186
Cardigan v. Curzon-Howe	1005, [1361, 1477], 1511, 1526	—, Walton v. Cheetham [850]	
— (L.) v. Montagu	1570	— v. Acraman	1682
Cardinal v. Cardinal	132, 325	— v. Eastbrooke.	804
— v. Molyneux	477, 482	— v. Griffith, <i>Re</i> Griffith	1368, 1483
Cardross, <i>Re</i>	837, 943	— v. Ingleby	1384
Carew's Estate, <i>Re</i>	1786, 1844	— v. Morice	458
Carew, <i>Re</i> (8 Beav. 150)	248, 251	— v. New Quebrada Co.	80, 82
— (30 Beav. 274).	1201	— v. Roberts	1194
— (7 D. M. & G. 43)	1925	— v. Taylor	801
— v. Cooper	112	Carriage Co-operative Supply Assoc., <i>Re</i>	1162, 1940
— v. Davis	70, 87	—, Robert's Case	1941
— v. Johnston	830	Carrick v. Wigan Tram. Co.	1615 <i>Add.</i>
Carey v. Cuthbert	81	Carrier v. Price, <i>Re</i> Amos	1326
— v. Doyne	1607	Carrington, <i>Exp.</i>	762
— v. Whittingham	341	—, <i>Re</i>	786
Cargill v. Bower	40, 1926, 1935	— v. Holly	337
Carington (L.) v. Wycombe Ry.	609, 1835	— v. Payne	1451
		Carritt v. Real and Personal Advance Co.	1747, 1749

Table of Cases.

liii

	PAGE		PAGE
Carrodus v. Sharp	1870	Cashin v. Craddock	58, 66
Carron Co. v. MacLaren	625, 705	— v. Craddock	34, 726
Carrow v. Ferrier	460, 658	Cassaboglow v. Gibbs	1171
Carshore v. N. E. Ry.	21, 22	Cassels v. Stewart	1807
Carson, <i>Re</i>	1077	Cassidy v. Belfast Banking Co.	1371
— v. Pickersgill	910	Cast v. Poyser	1216
— v. Sloane	966, 970	Castel-Florite v. Griesbauer	[883, 896]
Carta Para Co., <i>Re</i>	27, 29	Castellain v. Preston	1784, 1871
Carter's Case, <i>Re</i> G. W. Forest of Dean Coal Co.	944	Castellan v. Hobson	1966, 1969
Carter's Medicine Co., <i>Re</i>	2004	Castelli v. Cook	615
Carter, <i>Exp.</i>	1031, 1737, 1819	Castello's Case	836, 1968
—, <i>Re</i> Threapleton	1672	Castle, <i>Re</i>	243, 257
—, <i>Re</i>	1285	— v. Downton	1674
—, Carter v. Carter	922, 925	— v. Wilkinson	790, 1845, 1879
— v. Barnadiston	1293	Castledine, <i>Exp.</i>	1496
— v. Beal	[583]	Castlemain (L.) v. Craven	480
— v. Beard	1218	Castle Sterry, <i>Re</i>	1081
— v. Carter	997, 1429, 1747, 1748	Castrique v. Imrie	1337
— v. Cropley	611, 1100	Castro v. Murray	117
— v. Green	1125, 1141, 1148	Cate v. Devon and Exeter News- paper Co.	582
— v. Hughes	1722	Cater, <i>Re</i>	1015
— v. James	1637	Cathcart, <i>Exp.</i> , <i>Re</i> Stuart	239 <i>Add.</i>
— v. Leeds Daily News Co.	60	—, <i>Re</i>	260 <i>Add.</i> , 427 <i>Add.</i> , 723 <i>Add.</i> , 734 <i>Add.</i>
— v. Salt	1379	Catherine Hall, <i>Re</i> , <i>Exp.</i> Inge.	1092
— v. Sanders	1199, 1704	Catholic Publishing Co. v. Wy- man	259
— v. Sebright	1056, [1489], 1494	Catley v. Sampson	1200, 1207, 1240, 1300, 1602, 1603
— v. Silber	837, 1342	Catlin, <i>Re</i>	243, 257
— v. Stadden	[423]	Catling's Estate, <i>Re</i>	2043
— v. —, <i>Re</i> Bell.	428, 429	Catling v. G. N. Ry. Co.	1869
— v. Taggart	799, 805	— v. King	1838
— v. Wake	1214, 1662, [1701], 1704, 1705	Cato v. Thompson	1854, 1875, 1880
— v. White	1790	Caton, <i>Re</i>	1048
— v. Williams	469	— v. Caton	1427, 1839, 1840
Carthew, <i>Re</i>	236, 240, 251	— v. Coles	1249
Cartier v. Carlile	543, 630	— v. Lewis	72
Cartwright, <i>Re</i> (16 Eq. 469)	238	Cator v. Lewisham Local Bd.	530
— (13 Nov. 1875, A. 2305)	[256]	— v. Mason	902
— (8 W. R. 492)	1055	Catt's Trusts	1452
—, Avis v. Newman	450	Catt v. Tourle	[465], 467, 469
— v. Green	83	Cattell v. Simons	228, 1293
— v. Last	362, 490, 527	Catterina Chiazzare, The	625
Carus-Wilson and Greene, <i>Re</i>	353	Cattley v. Arnold	1482, 1550
Caruth, <i>Exp.</i>	267 <i>Add.</i> , 269 <i>Add.</i>	Cattlin, <i>Re</i>	234
Carven, <i>Re</i>	236, 240, 241, [243]	Catton v. Bennett	21
Carver v. Bowles	1343	Catty v. Bull, <i>Re</i> Bull	1293
— v. Pinto Leite	67, 72	Caulcutt v. Caulcutt	[54], 383
— v. Richards	1469	Caulfield v. Maguire	1608, 1783
Cary v. Abbot	1090, 1092	Cavander's Trusts, <i>Re</i>	737
— v. Hills	1196	Cavander v. Bultell	1805
— v. Kearsley	582	Cave v. Carew	39 <i>Add.</i>
Casamajor v. Strode	1419, 1881	— v. Cave (18 Feb. 1860, A. 351)	[676]
Case v. Case	1431	— v. — (15 Beav. 227)	901
— v. James	965	— v. — (15 Ch. D. 639)	961, 966, 1747, 1750
— v. Met. Ry.	279	— v. Cork	1192
Casey, <i>Re</i> , Stewart v. Casey	1984, 2000	— v. Harris	1367
Cash v. Belcher	1618	— v. Hastings	1839
— v. Parker, <i>Re</i> Parker	105, 637, 658		

	PAGE		PAGE
Cave v. Mackenzie	1845	Chamberlayne v. Brockett . .	1091,
— v. Myers	539, 1637	— [1126]	1130
— v. Roberts	1328, 1387	— v. Dummer [471], . .	478
— v. Torre	37	Chambers, <i>Exp.</i>	856, 2039
Cavendish v. Cavendish . .	305, 959,	—, <i>Re</i> (34 Beav. 177) . .	236
— 1249, 1367, 1857		—, Hutchinson v. . .	
— v. Dane, <i>Re</i> L. Ches-		— Town	11
— ham	1342	— v. Bicknell	1184, 1198
— v. Geaves	1162	— v. Crabbe	1431, 1946
— v. Mercer	853	— v. Davidson, Leith's	
Cavendish-Bentinck v. Fenn .	969,	— Est. . . .	685
— 1941, 1942		— v. Goldwin	685, 1178,
Cawdor (Earl), <i>Re</i>	1470	— 1609, 1639	
Cawley and Whatley, <i>Re</i> . .	249	— v. Green	691, 692
— & Co., <i>Re</i>	1894	— v. Howell	1830
— v. Burton	60	— v. L. C. & D. Ry. Co. .	2009
Cawood v. Thompson . . .	1142	— v. Manchester, &c.	
Cawthorne, <i>Re</i>	1015	— Ry. Co. . . .	1693
Cayley v. Sandycroft . . .	75	— v. Smith	959, 1006
— v. Walpole	1838	— v. Toynbee	346
Cazenove, <i>Re</i> , Cazenove v. Caze-		Chamley v. L. Dunsany . .	1153
— nove . . [1383], 1384		Champ v. Stokes	240
— v. Pilkington [1952], 1954		Champion, <i>Exp.</i>	1180
Cazet de la Borde v. Othon .	380, 674,	—, <i>Re</i> , Dudley v. Cham-	
— 1810		— pion	1367
Caznean, <i>Re</i>	1013, 1016	— v. Prescott	[1209]
Cecil v. Juxon	791	— v. Rigby	939
— v. Langdon	1022	Champneys v. Burland . .	922, 1721,
— v. Nicholson	[862]	— 1722, 1758	
Central Bank of London v. Hos-		— v. Davey	1143, 1147
— kins	1674	Chancellor, <i>Re</i> , Chancellor v.	
Central Ry. Co. of Venezuela v.		— Brown 1314, [1417],	
— Kisch	1925, 1926, 1933	— 1418	
Cerco Restaurant Castiglione		— v. Morecroft	1247
— Co. v. Lavery	117, 602	Chancey's Case	1352
Chaballero v. Henty	1844	Chancey v. Fenhoulet . .	84
Chabord v. New Russia Co. .	133	Chandler, <i>Re</i>	950
Chadburn v. Moore	1840	— v. Howell	1143, 1144
Chadwick v. Bowman . . .	80	— v. Pocock	1307
— v. Doleman	1460	Chant v. Brown	79
— v. Heatley	1278, 1285	Chantrell v. Chantrell . .	1464
— v. Holt	229, 427, 1201,	Chapleo v. Brunswick Building	
— 1720		— Soc.	607, 1769
— v. Turner	1753	Chaplin's Trusts, <i>Re</i> . . .	1004
Chaffers v. Lord Esher . . .	909	Chaplin, <i>Exp.</i> , <i>Re</i> Sinclair .	1956
Chale, <i>Exp.</i> , <i>Re</i> Artola Her-		—, <i>Re</i>	875
— manos	1338	— v. Aishton	[1360]
Chalker, <i>Re</i>	790	— v. Harmens	616
Challen v. Shippam	964	— v. Rickards	290
Challender v. Royle	553, 554	— v. Young	652, 665, 1634
Challie v. Gwynne	1586	Chapman's Estate, <i>Re</i> , Fardell	
Challinor, <i>Exp.</i> , <i>Re</i> Rogers .	1673	— v. Chapman	1248
Chalmers, <i>Exp.</i>	727, 1975	Chapman, <i>Re</i> (10 Q. B. Div. 54)	261
— v. Wingfield, <i>Re</i>		— (9 Q. B. Div. 254) . .	284
— Manett	1335	— (15 Eq. 75)	625
Chamber Colliery Co. v. Hop-		— (54 L. T. N. S.	
— wood	513	— 13)	1262
Chamberlain, <i>Exp.</i> , <i>Re</i> Met.		—, <i>Exp.</i> Johnson	1672,
— Street Act	2029	— 1674, 1675	
—, <i>Re</i>	1413, 2032	—, Ellick v. Cox	1328
— v. Chamberlain	893	— and Hobbs, <i>Re</i>	1873
— v. Knapp	811	— v. Andrews	[1597]
— v. Lee	1858		
— v. Napier	1336, 1469		

Table of Cases.

lv

	PAGE		PAGE
Chapman v. Auckland Union .	461,	Chartered Bank of India v. Rich	64,
	462, 532, 533, 1848		82
— v. Biggs .	753, 754	Chasemore v. Richards .	513
— v. Bradley. [1433],	1454	— v. Turner .	1222
— v. Brown .	1091, 1141	Chateney v. Brazilian Tel. Co..	204 <i>Ad.</i>
— v. Chapman .	942, 944,		
	1189, 1263, 1703	Chater v. Maclean .	916
— v. Corpe .	1606	Chatfield v. Berchtoldt .	206, 1335
— v. Day .	104	— v. Sedgwick .	224
— v. Esgar .	1408	Chatteris, <i>Exp.</i> .	375
— v. Gilbert .	[1174]	—, <i>Re</i> Humphrys	1173
— v. Knight .	1675	— Ramsey (L. of Manor	
— v. Miller, <i>Re</i> Miller .	287	of), <i>Exp.</i> .	[2079]
— v. Monmouthshire Ry.		— v. Isaacson .	464, 592
Co.	2007	— v. Young .	1268
— v. Smith .	329	Chatterton v. Cave .	577
— v. Turner .	1286	— v. Watney .	432, 433
— v. Wood, <i>Re</i> Smith .	767	Chattock v. Muller .	1841
Chappell, <i>Re, Exp.</i> Ford .	1218	Chauncey, <i>Re</i> .	1077
— v. Boosey .	581	Chawner's Settled Estates, <i>Re</i> .	1518
— v. Charlton .	781	Chawner, <i>Re</i> .	959
— v. Davidson .	455, 573, 581	Chaytor's Settled Estate Act,	
— v. Griffith .	592	<i>Re</i> .	224, 1510, 1525
— v. North .	355 <i>Add.</i>	Cheale v. Kenward .	1836
— v. Sheard .	573, 581	Cheavin v. Walker .	543, 1995
Chapple, <i>Re, Exp.</i> Iazard .	1676	Cheeseman v. Price .	1808
—, <i>Newton v. Chap-</i>		Cheesman, <i>Re</i> .	247, 248, 249, 726
man	998	Chell, <i>Re</i> .	1047
— v. Crow .	[490]	Chelmsford School, <i>Re</i> .	1096
Chard v. Jervis .	387, 737	Chelsea Waterworks Co., <i>Re</i> .	2029
Charig, <i>Re</i> , Abrahams v. Charig	1255	Cheltenham & Swansea Wagon	
Charing Cross Bank, <i>Exp.</i> , <i>Re</i>		Co., <i>Re</i> .	407, 588
Parker .	1673	Chennell, <i>Re</i> , Jones v. Chennell	316,
Charing Cross Ry., <i>Re</i> [2054],	2060		723, 735, 1005
Charitable Gifts for Prisoners,		Cherry's Settled Estate, <i>Re</i> .	2046
<i>Re</i> .	1112	Cherry, <i>Re, Exp.</i> Bolland .	1958
Charity Commrs. v. Wybrants .	980	Chesham (L.), <i>Re</i> , Cavendish v.	
Charlemont v. Spencer .	782	Dacre .	1342
Charles v. Burke .	1253	Cheshire, <i>Re</i> .	1494
— v. Finchley Local Bd. .	529,	— Banking Co., <i>Re</i> Duff's	
	532	Executor's Case .	1005, 1286
— v. Jones .	1593, 1635	Cheshunt College, <i>Re</i> .	2016, 2024,
Charlesworth, <i>Exp.</i> , <i>Re</i> Eyton .	725		2041
— v. Clayton .	28	Cheslyn v. Dalby .	938
— v. Holt .	816	Chessyre v. Biss .	1757
— v. Jennings .	1795	Chesten v. Wells .	1651 <i>Add.</i>
— v. Mills .	1670	Chester v. Chester .	1146
Charlton Chalk, Land, &c. Co.		— v. Met. Ry. Co. .	1876
— v. Fuller .	279	— v. Phillips, <i>Re</i> Peppitt [108],	
— v. A. G. .	207		109, 1321, 1325
— v. Charlton .	257, 738,	— v. Rolfe .	1199
	[929], 931	Chesterfield's Trusts, <i>Re</i> .	1418, 1421
— v. Coombes .	79	Chesterfield, &c. Co. v. Black .	30,
— v. Durham (E.).	962, 1297		40, [45], 45, [55], 62, 277,
— v. Hindmarsh .	1191		1941
— v. Newcastle Ry. .	606, 610	— v. Jamson .	1849
— v. Rendall .	1451	Chesterman, <i>Re</i> .	839
— v. Rolleston, <i>Re</i> Swin-		Chesworth v. Hunt .	1675
don Ry. Co. 2036,	2039	Chetham v. Higinbotham	[1188]
Charman, <i>Exp.</i> , <i>Re</i> Clagata .	1181	— v. Hoare .	1222, 1918
— v. Charman .	134	— v. Williamson .	1978
Charter v. Charter .	1199, 1325	Chetwynd, <i>Exp.</i> .	407
— v. Trevelyan .	939	— v. Chetwynd .	817, 818

	PAGE		PAGE
Chetwynd v. Morgan, <i>Re</i>		Christiansberg, <i>Re</i>	118, 625, 626
Anstis	1429, 1469	Christie v. Cameron	826
Chibnall v. Paul	526	— v. Christie	33, [46, 333], 453, 456
Chichester v. Bickerstaff	1308	— v. Davey	526 <i>Add.</i>
— v. Coventry	1352, 1462, 1463	— v. Gosling	1370
— v. Donegal	69, 1612	— v. Noble	353
Chick v. Blackmore	1218	— v. Northern Counties Bldg. Soc.	356, 362, 1768
— v. Nicholas	925	— v. Ovington	34, 1044
Chicks, <i>Exp.</i> , <i>Re</i> Meredith	399	— v. Taunton, &c. Co. 1160 <i>Add.</i> , 1161 <i>Add.</i>	
Chidge v. Whitby	1264	Christison v. Bolam, <i>Re</i> Gregson	1160, 1757
Chievly v. Bond	1165	Christmas, <i>Re</i> , Martin v. Lacon	1143, 1145
Chifferiel, <i>Re</i> , Chifferiel v. Watson	277, 316, 1880	Christopher v. Croll	731
Child & Co. v. Thorley	964, [975]	Christophers v. White	998
— v. Douglas	461, 470	Christy v. Courtney	1203
— v. Mann	[447]	— v. Van Tromp	1592
Childs, <i>Exp.</i>	[1495], 1496	Chubb v. Carter	1263
Chilton v. Crosby	160	— v. Pettipher	[1062, 1547]
China Steamship Co. v. Com. Union Ass. Co.	67	— v. Stretch	[756], 757, 762
—, &c. Co. v. Marine Ins. Co.	699	Church Bldg. Soc. v. Barlow	1142
Chinery, <i>Exp.</i>	369, 434	— v. Coles	1136, 1142
Chinnery v. Evans	1222, 1607	— Estate Char., Wandsworth, <i>Re</i>	1086
Chinnock v. Marq. of Ely 1838, 1839		— v. Browne	1892
Chippendale, <i>Exp.</i>	1811	— v. Tyacke, <i>Re</i> Walker	1327
Chipperfield v. Rust	[710]	Churcher v. Martin	980, [1128], 1128, 1138
— v. Walsh	908	Churchill, <i>Re</i> , Manisty v. Churchill	1200, 1792
Chipping Sodbury Sch., <i>Re</i>	1098	— v. Churchill	1343
Chisholm v. Ferguson 1660, [1661]		— v. Denny	1430
Chissum v. Dewes	1285	— v. Sal. & Dorset Ry.	467, 597
Chitty, <i>Re</i>	943	— v. Shepherd	1429
Cholmeley, Sir Roger's School v. Sewell	1977 <i>Add.</i>	— v. Small	864
Cholnley v. Cs. of Oxford 1299, 1657		Churchman v. Ireland	1343
Cholmondeley v. Clinton	943, 1603	Churchward v. The Queen	350
Chorlton v. Dickie	104, 122, 133	Churton v. Douglas	590, 592, 1792
Chown, <i>Re</i>	247, 252	— v. Frewen	262
Chowne v. Baylis 1668, [1708], 1709		Cigala's Sett., <i>Re</i>	205
Christ's Hosp., <i>Exp.</i> (20 Eq. 605)	2038, 2040	Citizens' Bank v. First Nat. Bank of New Orleans	1786, 1924, 1972
— (2 H. & M. 166)	1453	City and County Investment Co., <i>Re</i>	727
— (27 W. R. 456)	2044	City Bank Case	1704, 1711
—, <i>Re</i> Prisoners' Char.	1097	— v. Barrow	1666, 1667
—, <i>Re</i> (15 App. Cas. 172)	1097, 1098	— v. Sovereign Life Ass. Co.	1668
— v. A.-G.	1122	City Disc. Co. v. McLean	1164
— v. Grainger	1102, 1141, 1356	City of Berlin, The	737
Christ Church, Oxford, Dean, &c., <i>Exp.</i>	2032, [2038], 2044	City of Dublin Junction Ry., <i>Re</i> , <i>Exp.</i> Kelly	2042, 2043, 2045 <i>Add.</i>
Christchurch, Dean of v. E. & W. Junction Ry. Co.	2050	City of Glasgow Ry. Co. v. Hunter	2006
Christchurch Inc. Act, <i>Re</i>	1139	City of Lond. Brewery Co. v. Tennant	461, 487, 492, 493
Christian v. Devereux	1194, 1256, 1353	Clack v. Carlon	998
— v. Field	922, 1300, 1602	— v. Holland	960, 1297, 1320
— v. Foster	1268		
— v. Whitaker, <i>Re</i> Whitaker	776, 1430		

	PAGE		PAGE
Clack v. Wood.	736, 1173	Clarke v. Byne	442
Clagett, <i>Re</i> , <i>Exp.</i> Lewis . . .	1206	— v. Chamberlin	1499
Claggett, <i>Re</i> , Fordham v. Clag-		— v. Clark	492, 1931
gett	732	— v. Clarke	1251
Clanricarde (M.) v. Henning . .	940	— v. Clayton 1550, 1561, 1568	
Clapham v. Randall	64	— v. Cookson	325, 328
— v. Shillito	1925	— v. Dickson	1925
Clarapede v. Commercial Union		— v. Franklin 809, 1308, 1349	
Assoc.	39	— v. Gill	265
Clarborough v. Toothill	357	— v. Green	789
Clare's Trusts, <i>Re</i>	791	— v. Hayne	1327
Clare v. Clare	992	— v. Hilton	1353
— v. Wood	1619	— v. Law	93
Clarendon (E.) v. Hornby. . . .	1568	— v. Malpas 265, 1441, 1931,	
Claridge v. Hoare	83		1945
Clark, <i>Re</i> (1 Ch. 292)	877	— v. Marten	800
— (1 Ch. D. 497)	1091	— v. Ormonde (E.) 1178, 1369,	
— (1 D. M. & G. 43)	236		[1477]
— (13 Beav. 173)	240	— v. Palmer	1748
—, Barker v. Perowne	1483	— v. Periam	1963
—, Clark v. Randall	1353	— v. Price	466
—, Husband v. Martin	1141,	— v. Ramuz	1871
	1146	— v. Roche	740, 741
— v. Adie	552	— v. Royle	1904
— v. Bates	1254	— v. Saffery	93
— v. Burgh	778	— v. Skipper	325, 326
— v. Clark	814, 963	— v. Smith	644
— v. Cort	1162	— v. Thornton	654, [678],
— v. Dalrymple	[1242, 1316]		1508, 1511, 1530
— v. Fenwick	1020, 1051	— v. Tipping 1152, 1157, 1169,	
— v. Fergusson	550		1170, 1173, 1178
— v. Girdwood	1441, 1442	— v. Toleman 1617, 1618, 1619	
— v. Green	862	— v. Willett	1961
— v. Hart	1807	— v. Wilmot	1618, 1619
— v. Henry	996	— v. Wilson	1871
— v. Hoskins	1617, 1751	— v. Woodward	793, 1262
— v. Jaques	346	— v. Wright	1960
— v. Leach	593, 1799	— v. Yorke	123
— v. Lond. Sch. Bd.	604, 2035	Clarkson v. Edge	[464]
— v. Malpas	1916	— v. Henderson	1609
— v. Sewell	1264	Class v. Marshall	[1802], 1809
— v. Sonnenschein	368	Clavering's Case	1848
— v. Taylor	1091, 1094	Clavering v. Aguire	615
— v. Wray	8, 39, 1891	— v. Clavering	479
Clarke's Charity, <i>Re</i>	1098	— v. Ellison	1376
— Estate, <i>Re</i> 683, 790, 2028,		Clay and Tetley, <i>Re</i> . 732, 1296, 1298	
	2042	—, <i>Re</i>	1077
— Patent	1986	— (Hy.) and Boch & Co.,	
— Trusts, <i>Re</i>	768	<i>Re</i>	1994, 2003
Clarke, <i>Exp.</i> , <i>Re</i> Burr	1905	Claydon v. Finch	395
—, <i>Re</i> , ...	846, 883, 886	— v. Green	1847
—, <i>Exp.</i> E. & W. India		Clayett, <i>Re</i> , <i>Exp.</i> Charman	1181
Dock Co.	726	Claypole, R. of, <i>Exp.</i>	2026, 2040
—, Coombe v. Carter 1681,		Clayton's Case 966, 1164, 1691, 1769,	
	1837		1782
—, Cumberland v.		Clayton Mills Co., <i>Re</i>	733
Cumberland	[701]	— v. A.-G.	349
— v. Abbot	1756	— v. Clarke	825, 826, 843
— v. Abingdon (L.)	1608	— v. Graham	1367, 1421
— v. Bell	[1648]	— v. Leech	308, 1881
— v. Bennett	58, 78	— v. Meadows	236
— v. Birley	1789	— v. Rowton	1016
— v. Bradlaugh	8, 373	— v. Winton (E.)	1961
— v. Brown	[86], 1368	Cleather v. Twisden	946, 1821

	PAGE		PAGE	
Cleaver, <i>Re, Exp. Rawlings</i>	1679, 1680	Clive v. Beaumont	[1849], 1854	
— v. Mutual Reserve Fund	775, 815, 1841	— v. Carew	762	
Clegg v. Castleford L. B.	462	— v. Clive	1453, 1483	
— v. Clegg	825, 1151, 1157, 1190	Cloak v. Hammond, <i>Re Taylor</i>	1325	
— v. —, <i>Re Carlisle</i>	353, 355, 356	Cloake, <i>Re</i>	97 <i>Add.</i>	
— v. Edmondson	78	Clogberry, <i>Re</i>	1212, 1270	
— v. Fishwick	[644], 662, [1796, 1802]	Close, <i>Exp., Re Hall</i>	1670, 1671	
— v. Hands	470	— v. Close (4 D. M. & G.	176) 1782, 1790	
— v. Rowland	479, 1190, 1396, 1397, 1829	— (24 July, 1851, A. 1169)	449	
Cleland, <i>Re</i>	933	Closmadeuc v. Carrell	140, 1910	
Clement v. Cheesman	1370	Clossey, <i>Re</i>	[1495], 1496	
— v. Maddick.	539, 582	Clothier v. Chapman	1574	
Clements v. Clifford	115, 213	— v. Webster	604	
— v. Hall	1827	Clothworkers' Co., <i>Exp., Re</i>	1730	
— v. Matthews	1681, 1682	Failey	[1512]	
— v. Nightingale	[1275]	Clough, <i>Re</i>	Bradford Bank v. Cure	741, 1818
— v. Norris	325, 590, 1801	— v. Bond	963, 964	
— v. Ward, <i>Re Smith</i>	782, 1136	— v. Clough	[1129]	
— v. Welles	470	— v. Reddish	[214]	
Clench v. Dooley	444	Clover v. Adams 273 <i>Add.</i>	924, 931, 934, 935	
Clennell v. Clennell	132, 158	— v. Wilts. & Berks. B. B. Soc.	1154, 1582	
Clergy Orphan Corp., <i>Re</i>	1009, 1122	Clow v. Harper	365	
Clergy Soc., <i>Re</i>	1095	Clowes, <i>Re</i>	1365, 1367 <i>Add.</i>	
Clergymen's Widows, &c. Char. v. Sutton	1113, 1114	— v. Higginson	1841	
Clerke v. Clerke	780	— v. Hilliard 42, 43, 1247, 1328		
Clermont (Ld.) v. Tasburgh	1925	— v. Hughes	1631	
Cleveland, Duke of, <i>Re</i> [1515], 2016		— v. South Staff. W. W. Co.	530, 533	
—, Hart's Estate, <i>Re</i>	2041	Cluff v. Cluff	1144	
Cliff's Trusts, <i>Re</i>	1195	Clutton, <i>Exp.</i>	1080	
Cliff, <i>Re</i>	1337	— v. Lee	157	
— v. Wadsworth	1613	— v. Pardon	160, 921, 924	
Cliffe v. Wilkinson	27, 240	Coaks v. Boswell	295, 297, 939	
Clifford, <i>Re, Clifford v. Kendall</i>	[1746]	Coates to Parsons, <i>Re</i>	1021, 1022, 1101	
— v. Arundell	1376, 1380	— v. Brittlebank, <i>Re Brittlebank</i>	1464	
— v. Clifford	816, 817	— v. Coates	1271, 1389, 1790	
— v. Koe	1325	— v. Jenkins	1793	
— v. Turrill	164, 924, 1380, 1835	— v. Legard	1246	
— v. Washington, <i>Re</i>		— v. Mackollop, <i>Re Holburne</i>	1142	
Smith's Estate	780	Coatsworth v. Johnson	1891	
Clift v. Watkin	[643]	Cobbe, <i>Re</i>	1015	
Clifton v. Burt	1308	Cobbett v. Brock	1945, 1946	
— v. Robinson	629	— v. Woodward	579, 580	
— v. Tempest	1906	Cobbold v. Fisk	299	
Climie v. Wood	1682	— v. Pryke	458, 1190	
Climpson v. Coles	1670	Cobden v. Maynard	294	
Clinan v. Cooke	1840	Cobeldick, <i>Exp.</i>	943	
Clinch v. Clinch	1801	Cobham v. Cobham	684	
— v. Financial Corp.	63, 602	— v. Dalton 378 <i>Add.</i>	387, 409	
Cline's Estate, <i>Re</i>	1483	Coburn v. Collins	1670	
Clinton's Trusts, <i>Re</i>	1429	Coch v. Allcock	95, 96	
Clinton, <i>Re</i>	2015	Cochrane, <i>Exp.</i>	656, 657	
—, Jackson v. Slaney.	168	— v. Entwistle	1679	
— v. Hooper	778	— v. Fearon	339	
Clitheroe's Estate, <i>Re</i>	1508	— v. Green	1161	

	PAGE		PAGE
Cochrane v. Moore	1428	Colclough v. Sterum	303, 312
— v. O'Brien	440, 442	Cole v. Binks	140
— v. Robinson	1217, 1219, 1284	— v. Cole, <i>Re</i> Lawes	[383]
— v. Willis	1842, 1843	— v. Francis	60, 84
Cock, <i>Re</i> , <i>Exp.</i> Rosevear China Clay Co.	1974	— v. Jealous	1288
— Shilson	1730	— v. Miles	1755
Cockburn v. Edwards	221, 937, 939, 1607, 1608, 1635	— v. Mills	979
— v. Peel	[999], 1003	— v. Muddle	979
— v. Raphael	655, 684	— v. N. W. Bank	1665, 1666, 1667
Cockcroft, <i>Re</i> , Broadbent v. Groves	113, 1295	— v. Park, <i>Re</i> Park	219, 238, 255
— v. Black	1286	— v. Saqui	570
Cockell v. Bridgeman	1909	— v. Warden	1203
— v. Taylor	1613	— v. West End of Lond., &c. Ry.	[595], 2009
Cockerell, <i>Exp.</i>	790	— v. Willard	1463
— v. Barber	990, 1278	Colebourne v. Colebourne	345, 458, 460, 652
— v. Cockerell 1335, [1827]		Coleby v. Coleby	1295, 1704
— v. Essex (E.), <i>Re</i> Johnston	206, 1370, 1451	Colegrave v. Manley	924, 1493
Cockle v. Joyce	[122]	Coleman, <i>Re</i> , Henry v. Strong	1006
Cocks, <i>Exp.</i>	264	— & Co. v. Pearson	[586]
— v. Chandler	537, 545	— & Janson, <i>Re</i>	1324
— v. Gray	1617, 1635	— v. Llewellyn	1650, 1651 <i>Add.</i>
— v. Manners	1139, 1140	— v. Mellersh. 938, 1178, 1636	
Cocksedge v. Met. Coal Assoc.	1935	— v. W. Hartlepool Ry.	71, 460, 588
Cockshott v. London Cab Co.	104, [122], 122, 133, 734	— v. Winch	1757
Cocq v. Hunasgeria Co.	704	Coles, <i>Re</i>	1377
Coddington v. Jacksonville, &c. Ry.	289, 293	— v. Bristowe	1969
Codrington's Charity, <i>Re</i> . 1123, 2028		— v. Civil Service Supply Assoc.	[24], 131, 132, 325, 542, 545, 546
Codrington v. Codrington 1341, 1343		— v. Courtier, <i>Re</i> Courtier	480, 661, 1006, 1284, 1481
— v. Johnstone	655, 685, 828	— v. Forrest	1613, 1619
— v. Lindsay	1427	— v. Gibson	1918
— v. Parker	660	— v. Pilkington	1840, 1890
Coe, <i>Re</i>	1013	— v. Sims	469
— v. Wise	604	Colgan, <i>Re</i>	855
Coffin v. Cooper	1468, 1858	Collard v. Allison	550
Cofield, <i>Exp.</i>	2015	— v. Marshall	457 <i>Add.</i> , 458 <i>Add.</i> , 586 <i>Add.</i>
Cogan v. Duffield	802, [1436], 1440, 1442	— v. Roe	1048
— v. Stevens	1308	— v. Sampson	1857
Cogent v. Gibson	1836	Collas v. Hesse	1192
Cohan v. Cohan	845	Colledge v. Pike	706
Cohen, <i>Exp.</i>	1675	Collen v. Wright	1171
— v. De Las Rivas	377	Colleton v. Garth	809
— v. Mitchell	105, 1682	Collett v. Dickenson	752, [758]
— v. Poland	462, [522]	Collette v. Goode	40
— v. Waley	1003	Colley v. Hart	554
— v. Wilkinson	606	Collie, <i>Re</i>	1212
Colbeck, <i>Re</i> , Hall v. Colbeck	42	Collier v. M'Bean	1857
Colbourn v. Hardy	523	Colling, <i>Re</i>	1043, 1069
Colburn v. Simms	578	Collinge's Settled Estates, <i>Re</i>	1508
Colby v. Gadsden	1844, 1847	Collinge v. Heywood	1173
Colchester (Mayor of) v. Low- ten	1122	Collingham v. Sloper	1915
— Tram Co., <i>Re</i>	2062	Collingridge v. Emmott	578, 581
— Union, Guardians of, v. Moy	964 <i>Add.</i>	Collingwood, <i>Re</i>	1043
Colclough v. Bolger	312	— v. Jemson	1573
		— v. Row	1307

	PAGE		PAGE
Collingwood v. Stanhope . . .	1460	Colston v. Morris . . .	851
Collins Co. v. Brown. [535], 544		— v. Roberts, <i>Re</i> Fleck . . .	1295
—, <i>Re</i> , Collins v. Collins . . .	854,	Colt v. Wollaston . . .	1924
— v. Baker, <i>Re</i> Baker . . .	856	Columbine v. Penhall . . .	1955
— v. Barber . . . 1810, 662	<i>Add.</i>	Colverson v. Bloomfield . . .	450
— v. Carey	998	Colyear v. Musgrave . . .	1960, 1961
— v. Castle	470	Colyer, <i>Re</i>	1079
— v. Collins (26 Beav. 306) . . .	353,	— v. Clay.	1914, 1916
— v. — (2 My. & K. 703) . . .	1812	— v. Colyer . . . 65, 67, 284, 1220	
— v. Cowen	[535]	— v. Finch . . . 626, 1297, 1298,	
— v. Jackson	1805	— 1581, 1750, 1755	
— v. Lamport	[614], 615	Combe v. Hughes	1348
— v. Lewis	1407	— v. London (Corp.). . .	64, 73,
— v. Locke	355, 468	— 74, 75, 80	
— v. Paddington (Vestry of) . . .	730, 732, 733	Combined Weighing Co., <i>Re</i> . . .	433
— v. Rhodes, <i>Re</i> Baker . . .	980,	— v. Automatic Weighing Co. . .	553, 554
— v. Slade	1123	Combs, <i>Re</i>	1046, 1078
— v. Stimson	966	Comfort v. Betts	1664
— v. Vining	1020	Commercial Bank of South	
— v. Walker	[535], 630	— Australia, <i>Re</i> 1171, 1218	
— v. Welch	219	— Bank of Tasmania	
— v. Worley	263	— v. Jones . . . 1790	<i>Add.</i>
Collinson v. Ballard.	1191	— Bank, &c., <i>Re</i> Fernandes' Executors' Case . . .	1196
— v. Collinson	1069, 1361	— Union Co. v. Lister . . .	1784
— v. Lister	165, 1297, 1314, 1830	Commins v. Scott	1838
Collis' Estate, <i>Re</i>	2013, 2014	Commrs. of Income Tax v. Pemsel	1139, 1148
Collis v. Collis	962, 978	Commrs. of Inland Revenue v. Angus	141
— v. Hibernian Bk.	1752	Commrs. of Inland Revenue v. Glasgow & S. W. Ry. Co. . .	141
— v. Lewis	448	Commrs. of Inland Revenue v. Harrison	207
— v. Robins	993	Commrs. of Sewers v. Gellatly. . .	108, 517
Collison, <i>Re</i> , Collison v. Collison . . .	682	— v. Glasse	64,
Colls v. Robins.	20	— [127], [515], 516	
Collyer v. Ashburner	1366	Commrs. of Stamps v. Hope . . .	1194, 1338
— v. Dudley	1170, 1180	Commrs. of Works, <i>Exp.</i> , <i>Re</i> Mill's Estate.	219, 2046
— v. Fallon	396	Commrs. of Works, <i>Exp.</i> , <i>Re</i> Wood's Estate	2046
— v. Isaacs	1682	Compagnie Financiere v. Peruvian Guano Co.	64
Colman, <i>Re</i>	1998, 2003	Compagnie Générale de Eaux Minerales . 19	<i>Add.</i> , 20
— v. E. C. Ry. Co.	606	— 19	<i>Add.</i> , 20
— v. St. Albans (D.)	1633	Compagnie Pacifique v. Guano Co.	57
Colmer v. Ede	922	Compagnie du Sénégal v. Smith . . .	356, 1811
Colmore v. North	654	— v. Woods	653
Colonial Ass. Corp., <i>Re</i> . . .	[2064]	Companhia de Moçambique v. British South Africa Co. . .	626
— Bank v. Cady	1752	— 1338, 1837	
— v. Exchange Bank of Yarmouth, Nova Scotia . . .	1914	Compressed Peat Charcoal, Ltd. and Reduced, <i>Re</i> . . .	[2067], 2069
— v. Hepworth	1752	Compton, <i>Re</i> , Norton v. Compton . . .	729, 730, 736, 1286, 1287
— v. Whitney	968, 1664		
— Life Ass. Co. v. Home and Colonial Ass. Co. . .	546		
— Mutual Life Ass. Soc., <i>Re</i> . . .	2063		
— Trusts Corp., <i>Re</i>	1692		
Colquhoun, <i>Re</i>	229, 916		
Colson v. Williams	622, 1599, 1635		
Colston, <i>Re</i>	1096		

Table of Cases.

lxi

	PAGE
Compton v. Bagley .	1847, 1848,
———— v. Bloxam .	1859, 1874
———— v. Preston .	1195
Comyns v. Comyns .	8, [32]
Conacher v. Conacher .	1639
Concha v. Concha .	346
———— v. Murrietta. .	93, 123, 1336
———— v. Murrietta. .	104, 137, 261,
———— v. Murrietta. .	1339
Conder, <i>Exp.</i> , <i>Re</i> Woodham .	377
Condon v. Vollum .	885
Conduit v. Soane .	1014, [1350],
———— v. Soane .	1370, 1392
Condy v. Mitchell .	546
———— v. Taylor .	543
Conelly v. Steer .	1674
Coney, <i>Re</i> , Coney v. Bennett .	370,
———— v. Bennett .	373, 651, [666], 669
———— v. Bennett .	667
Confiaus Quarry Co. v. Parker. .	1909
Congreve v. Evitts .	1681
Conington v. Gilliat. .	260, 801, 804
Conlon v. Moore .	969
Connecticut Fire Ins. Co. v. .	
Kavanagh .	735 <i>Add.</i>
Connell, <i>Re</i> .	1212
v. Baker .	93
v. ———, <i>Re</i> Baker .	92
Connop v. Hayward. .	1177, [1245]
v. Hodgson .	[1976]
Conolan v. Leyland .	752, 774
Conolly v. Farrell .	1369
Conquest's Case .	981
Consella v. Levinstein .	560 <i>Add.</i>
Consett v. Bell .	656, 938, 979,
v. Bell .	1320, [1476], 1476
Consolidated Credit Corp. v. .	
Gosney .	1680
Investment, &c. .	
Co. v. Riley [1743]	
Telephone Co., .	
<i>Re</i> .	2071
Const v. Barr .	398, 404, 416
v. Harris .	457, 662
Constable v. Constable .	885, 1367,
v. Constable .	1368, 1483, 1513
v. Howich .	1651
Constantini, The .	741
Consterdine v. Consterdine .	1020
Conway v. Fenton .	276, 870, 995,
v. Fenton .	1004, 1481
Conybeare, <i>Re</i> .	1080
v. Lewis. .	40, 115, 728
Conyer's Gram. Sch., <i>Re</i> .	1086, 1100
Cood v. Cood .	625
Cook's Claim, <i>Re</i> .	1014, 1016
Trusts, <i>Re</i> .	1335, 1337
Cook, <i>Re</i> .	1009, 1392
v. Bath (Mayor of). .	509
v. Bolton .	1279
v. Bramwell .	1748
v. Catchpole .	355, 356
v. Collingridge .	1159, 1800,
v. Collingridge .	[1816], 1818

	PAGE
Cook v. Cook .	404
v. Dawson .	1204, 1298, 1857
v. Dey .	9
v. Duckenfield .	1095
v. Enchmarch. .	8
v. Erswell .	640
v. Eshelby .	1163
v. Fearn .	1440
v. Fowler .	1180
v. Fryer .	901
v. Gregson .	1201, 1203
v. Guerra .	1631
v. Hart .	1214, 1593, 1615
v. Haynes .	156
v. Martyn .	1254
v. Needham .	[618]
v. Rosslyn (E.) .	442
v. Thomas .	1633
v. Whellock .	29
v. Wright .	113
Cooke, <i>Exp.</i> .	968
<i>Re</i> Strachan .	966
v. Benbow .	1811
v. Catchpole .	1812
v. Cholmondeley .	1204, 1481,
v. Cholmondeley .	1482
v. Clayworth .	1845
v. Collingridge .	[1802]
v. Cooke .	356, 1356
v. Crawford .	959, 960
v. Dealey .	870
v. Forbes .	525
v. Fryer .	1450
v. Fuller .	1263
v. Gill .	693
v. Gittings .	1196
v. Hunter .	[1541]
v. Lamotte .	1945
v. Lloyd .	[331]
v. Ridley .	[1812]
v. Smith .	57, 65, 699
v. Sturgis .	689
v. Turner .	260
v. Walker .	1676
v. Wiggins .	1378, 1380
v. Wilby .	98, 203
v. Williams .	803
v. Wilton .	1756
Cookes v. Brookes .	653
v. Cookes .	1156, 1525
v. Hillier .	1918
v. Lee .	821
Cookney v. Anderson .	1804
Cookson v. Bingham .	321
v. Swire .	1676
Coombe, <i>Exp.</i> .	1703
v. Carter, <i>Re</i> Clarke .	1681,
v. Carter, <i>Re</i> Clarke .	1837.
v. Steward .	1650
v. Vincent, <i>Re</i> Stedman .	1555
Coombes, <i>Re</i> .	768
Coombs, <i>Re</i> .	1224, 1287
v. Brookes .	326, 1328
v. Coombs .	1224

	PAGE		PAGE
Coombs v. Wilkes . . .	1838, 1839	Cooper v. Thornton . . .	400, 403
Coope v. Carter . . .	986	— v. Todd, <i>Re</i> Grange . .	1080
— v. Cresswell . 652, 1199, 1221,	1606	— v. Trewby . . .	206, 306, 812
— v. Twynnam . . .	1784	— v. Wells . . .	759
Cooper, <i>Exp.</i> (6 Ch. D. 255) . .	658	— v. Whittingham . . .	219, 455, 457, 545
— (10 Ch. Div. 313) . .	737	— v. Wicks . . . [1321, 1486]	
— (11 Ch. D. 68) . .	1974	— v. Woolley . . .	526
— (19 Aug. 1834) . .	906	— v. Wormald . . .	965, 1427
—, <i>Re</i> Lond. Ry. Co. . .	2043	Cooper-Dean v. Stevens, <i>Re</i>	
— Pennington . . .	1955	Dean . . .	1140, 1356, 1376
—, <i>Re</i> (V.-C. E., 19 Aug. 1834, A. 1266) . .	[904]	Coore, <i>Re</i> . . .	859
— (2 K. & J. 251) . .	1016	Coote v. French . . .	1609
— (4 W. R. 729) . .	1077	— v. Ingram . . .	132, 324
— (4 Ch. D. 802) . .	1249	— v. Jacks . . .	1675
— (37 W. R. 330) . .	[1714], 1722	— v. Lowndes . . .	[862], 1296
—, <i>Exp.</i> Hall . . .	1958	— v. Miltown . . .	1609
—, Cooper v. Slight . .	1465, 1467	— v. Whittingham . . .	577
—, Cooper v. Vesey . .	723, 1749, 1755	— v. Whittington . . .	1197
—, Goods of . . .	781	Cope, <i>Re</i> . . .	947
— & Allen's Contract . .	305, 306	—, Cope v. Cope . .	869, 1298
— & Allen, <i>Re</i> . . .	1882, 1885	— v. Cope . . .	355
— v. Benn . . .	715	— v. De la Warr . .	[1446], 1452
— v. Blissett . . .	108, 1189	— v. Doherty . . .	626
— v. Cartwright . . .	1872	— v. Evans 542, 546, [1305, 1322]	
— v. Cooper (2 Ch. D. 492) . .	727, [742], 743, 745	Copeland v. Mape . . .	403
— v. — (5 Ch. 103) . .	1468	Copin v. Adamson . . .	16, 1339
— v. — (8 Ch. 813) . .	1352, 1462, 1463, 1465	Copland v. Davies . . .	1753
— v. — (L. R. 7 H. L. 53) . .	810, 1206, 1339, 1342, 1343	Copley, <i>Exp.</i> . . .	2037, 2040
— v. Crabtree . . .	469, 525, 527	— v. Jackson . . .	224
— v. Denson . . .	1327	— v. Smithson . . .	833
— v. Dodd . . .	171	Coppard v. Allen . . .	970
— v. Emery . . .	1874	Coppin v. Fernyhough . .	1749
— v. Evans . . .	1787	— v. Gray . . .	1224
— v. Everitt . . .	286	Coppinger v. Stapleton . .	997
— v. Ewart . . .	235	Corbet v. Davenant . . .	1568
— v. Fisher . . .	[1566]	Corbett, <i>Re</i> . . .	873
— v. Gordon . . .	[612], 613, 1119	— v. Commrs. of Works . .	1857
— v. Griffin . . .	429 <i>Add.</i>	— v. Jones . . .	494 <i>Add.</i>
— v. Ince Hall Co. . .	86	— v. Plowden . . .	1631, 1891
— v. Joel . . .	616, 1787	Corbishley's Trusts, <i>Re</i> . .	1391
— v. Jones . . .	1053	Corcoran, <i>Re</i> , Corcoran v. Rid-	
— v. Kynoch . . .	1857	dell 1144 <i>Add.</i> , 1445 <i>Add.</i>	
— v. Laroche . . .	1356	— v. Witt . . .	347
— v. L. C. & D. Ry. Co. . .	1871, 1876	Cordeaux v. Fullerton [1438],	1441
— v. Macdonald 764, 769, 789,	1462, 1463, 1499	Cordingley v. Alliance Soc. .	1597
— v. Martin . . .	1845	— v. Cheeseborough . .	1880, 1881
— v. Page . . .	1806, 1807	Cordner v. Guedella . . .	259 <i>Add.</i>
— v. Phibbs . . .	1843, 1912, 1914	Cordwell's Estate, <i>Re</i> , White v.	
— v. Pitcher . . .	991, 1269	Cordwell . . .	801, 804, 1389
— v. Prichard . . .	990	Coren v. Barne . . .	432
— v. Reilly . . .	666	Cork & Youghal Ry. Co. . .	[1689], 1691, 1693
— v. Straker . . .	[488], 494	— (E.) v. Russell . . .	1600, 1603, 1617, 1647
— v. The Queen . . .	350	Corkery v. Hickson . . .	408
		Corless v. Sparling . . .	1845
		Cormack v. Beisley . . .	933
		Corn v. Matthews . . .	836 <i>Add.</i>
		Cornell v. Hay . . .	1938
		— v. Hudson . . .	1223
		Cornfoot v. Fowke . . .	1926

	PAGE		PAGE
Cornford v. Elliott, <i>Re</i> Watts	1136,	Couchman v. Thurnall	[1018]
	1143	Couldery v. Bartrum	1822
Cornish v. Clarke	1952, 1957	Coulson, <i>Exp.</i> , <i>Re</i> Gardiner	754,
— v. Upton	633		762
Cornmell v. Keith	1429, 1430	—, <i>Re</i>	2015
Cornwall v. Hawkins	837	— v. Allison	[1434], 1434,
Cornwallis, <i>Re</i> , Cornwallis v.			1946, 1963
Wykeham Martin	1453	— v. Dickson	1679
Corp. of Bristol v. Cox	81	Coulston v. Gardiner	395
— of Huddersfield and Ja-		Coulthart v. Clementson	1786
comb, <i>Re</i>	358	Coulthurst v. Smith	1585
— of Rochester v. Lee	328, 329	Coulton, <i>Re</i> , Hamling v. Elliott	344,
— of Salford v. Lever	79		724
— of Sons of the Clergy v.		— v. Senior	256
Stock Exchange	1112	Counsell v. Lond. & West. Loan	
— v. Skinner	1112 <i>Add.</i>	Co.	1670, 1674
— of Trin. Ho. v. Burge	84	County Council of Kent, <i>Exp.</i>	726
Corrance v. Corrance	817	Coupe v. Collyer	1160, 1711, 1748
Corsellis, <i>Re</i> , Lawton v. Elwes	59,	Coupland v. Arrowsmith	1838
	63, 824, 826, 998	Courand v. Hammer	676, 1619
— v. Patman	1592	Courier, The	263 <i>Add.</i>
Corser v. Cartwright	1006, 1204,	Course v. Humphrey	993
	1296, 1297, 1298	Court v. Buckland	1308
Corticene, &c. Co. v. Tull & Co.	257	— v. Perrin, <i>Re</i> Perrin	362,
Cory v. Eyre	1747		368, [1188], 1214
— v. Thames, &c. Co. [333]	1833,	Courtenay v. Wright	1669, 1761
	1835	Courteney v. Williams	1389
— v. Yarmouth Ry.	333, 629	Courtier, <i>Re</i> , Coles v. Courtier	480,
Cosens v. Bognor Ry. Co.	1905		661, 1006, 1284, 1481
Cosgrave, <i>Re</i>	406	Courtney v. Ferrers	1421
Coslake v. Till	1798, 1847	Courtois, <i>Re</i>	1015
Cosser v. Collinge	1891	Courtoy v. Vincent	419
Costabadie v. Costabadie	1092, 1249	Courts of Justice Commrs., <i>Re</i>	2037
Costello v. O'Rorke	976	Cousens, <i>Re</i>	918, 1857
Coster's Exors., <i>Re</i>	1819	— v. Cousens	257, 261
Coster v. Coster	804, 1263	— v. Rose	508
Coston v. Blackburn	85	Cousins' Trusts, <i>Re</i>	1750
Cotham v. West [984]	984, 988, 995,	Cousins, <i>Re</i> , Alexander v. Cross	1835
	1621, 1638	Coutts v. Acworth	1435
Cothay v. Sydenham	1749	Coveney v. Athill	90, 96
Cottam v. E. C. Ry. Co.	957, 962,	Coventry (Justices of), <i>Re</i>	209
	[1918], 1920	— & Dixon's Case, <i>Re</i>	
Cotterell v. Stratton	723, 992, 1614	Canadian Land, &c.	
Cotterill's Trusts, <i>Re</i>	1003	Co.	969
Cottingham v. Shrewsbury (E.)	144,	— & Nuneaton Tram.,	
	1636	<i>Exp.</i>	[2057]
Cotton's Trustees & School Bd.		— v. Barclay	1177, 1804,
for London, <i>Re</i>	1467		1816, 1817
Cotton, <i>Exp.</i>	623, 1678	— v. Coventry	1020, 1430
—, <i>Re</i>	857	— v. Gladstone	1974
—, <i>Exp.</i> Reynal	1682	— v. L. B. & S. C. Ry.	596,
—, Wood v. Cotton	1253		609, 1835
— v. Banks	1558 <i>Add.</i>	— v. Wright	1238
— v. Gillard	544	Coverdale v. Charlton	509
Cottrell, <i>Re</i>	249, 854	— v. Eastwood	[1423],
—, Joyce v. Cottrell	1219		1425, 1833, 1836
— v. Briggs	[148]	Covington, <i>Re</i>	1015
— v. Cottrell	307, 1527	Cowan's Estate, Rapier v.	
— v. Finney	1610, 1613	Wright.	433, 657
— v. Homer	1961	Cowan v. Carlill	374
— v. Stratton	1613	— v. O'Connor	693
— v. Watkins	1858	Coward and Adam, <i>Re</i>	1885
Cottrill, <i>Re</i>	1080	— and Adam's Purchase	791
— v. Coomb	46	Cowbridge Ry. Co., <i>Re</i>	1722

Table of Cases.

lxv

	PAGE
Credit Co. v. Potts . . .	1673
Credit Foncier of England, <i>Re</i> . 2067, 2069, 2071	
Credits Gerundense Lim. v. Van Weede . . .	20, 652
Credland v. Potter. 1613, 1614, 1747, 1753, 1754	
Creed v. Henderson, <i>Re</i> Hudson	1842
Cremetti v. Crom . . .	433
Cresswell, <i>Re</i> . . .	859
—, Parkin v. Cresswell . . .	1370
— v. Cheslyn . . .	1268
— v. Cresswell . . .	1351, 1353
— v. Davidson . . .	470, 1977
— v. Dewell . 768, 789, 1256, 1395, 1396	
Creswell v. Parker . . .	19
Creswick v. Harrison . . .	[1695]
Creuze v. Hunter . . .	1205, 1379
Crew v. Cummings . . .	1674, 1675
Crewe (L.) v. Edleston . . .	651
Creyke v. Fox . . .	[1889]
Criccieth Pier Co., <i>Re</i> . . .	2076
Crick v. Hewlett . . .	119, 120, 132
Cricket v. Dolby . . .	1
Cridland v. De Mauley . . .	69
Cripps v. Wood . . .	1645
Crisp v. Crisp . . .	817
— v. Platel . . .	70, 1612
Crispin, <i>Exp.</i> . . .	388
— v. Cumano . . .	395, 396
— v. Doglioni . . .	1196
Crockatt v. Ford . . .	1910
Crockford's &c. Co., <i>Re</i> . . .	27
Crockford v. Alexander . . .	480
— v. Salmon . . .	647
— v. Winter . . .	1182
Croft, <i>Re</i> , Deane v. Croft. 1195, 1470	
— v. Day . . .	[535], 545
— v. Graham. 1179, [1948], 1949, 1950, 1951	
— v. King . . .	17 <i>Add.</i>
— v. Rickmansworth Highway Board . . .	485
— v. Waterton . . .	1192
Crofton v. Crofton, <i>In re</i> Boyse 96, 140, 625	
Crofts, <i>Re</i>	781
— v. Haldane . . .	492
— v. Hume . . .	526
— v. Middleton . . .	95, 763
Croggan v. Allen . . .	1269
Croghan v. Moffett . . .	931
Croker v. Kreeft . . .	1801, 1806
Crompton v. Anglo-American Brush Electric Light Corp. . . .	37, [558] <i>Add.</i>
— v. Jarratt . . .	1684, 1978
— v. Lea . . .	514
Cronin v. Twinberrow . . .	385
Crook v. Corp. of Seaford. 1890, 1892	
— v. Crook . . .	1551, 1555

	PAGE
Crookenden v. Fuller . . .	1336
Crookes, <i>Re</i> . . .	877
Croome v. Lediard . . .	1859, 1875
Cropper v. Cook . . .	1163
— v. Smith. 560, 564, 736, 745, 1983, 1988	
Crosbie v. Corp. of Liverpool . . .	1134, 1147
Croskey v. Europ., &c. Co. . .	1154
Crosley, <i>Re</i> , Munns v. Burn 728, 729, 1223	
Cross, <i>Re</i> (1 Dr. & S. 580) . . .	619
— (27 Beav. 592) . . .	1120
—, <i>Exp.</i> Payne . . .	736, 1675, 1676, 1677
—, Harston v. Tenison . . .	979, 980
— v. Barnes . . .	1683
— v. Cross . . .	931
— v. Fisher . . .	1770
— v. Howe (E.) . . .	34 <i>Add.</i>
— v. Kennington . . .	1266
— v. Maltby . . .	287
— v. Sprigg . . .	1202
Crosse v. Beddingfield . . .	1378, 1909
— v. Duckers . . .	470
— v. Gen. and Rev. &c. Co. 1208, 1214, 1615	
Crosskill v. Bower . . .	1610
Crosley v. Andrew . . .	1983
— v. Beverley . . .	551
— v. City of Glasgow . . .	1668
— v. Dixon . . .	569, 569 <i>Add.</i>
— v. Dobson . . .	1218
— v. Elworthy . . .	1955, 1957
— v. Lightowler. 530, 531, 533	
— v. Maycock . . .	1839
— v. Stewart . . .	562
— v. Tomey . . .	560
Crossman v. Bristol and S. W. Ry. . .	596, [627]
— v. Richards . . .	1555
Crosthwaite, <i>Exp.</i> . . .	379
Crouch v. Waller . . .	815
Croughton's Trusts, <i>Re</i> . . .	768
Crow v. Robinson . . .	206
— v. Wood . . .	652
Crowden v. Stewart . . .	1286
Crowder v. Tinkler . . .	524
Crowe's Mortgage, <i>Re</i> . . .	1055, 1604
— Trusts, <i>Re</i> . . .	1071
Crowe, <i>Re</i> . . .	1052
— v. Del Rio . . .	56
— v. Menton . 1253 <i>Add.</i> , 1367, 1369 <i>Add.</i>	
— v. Price . . .	396
Crowhurst v. Amersham Burial Bd. . . .	524
Crowle v. Russell . . .	706, 1296
Crowley's Claim . . .	1171, 1173
Crown Bank, <i>Re</i> . 167, 406, 407, 607	
— Co-op. Soc., <i>Re</i> . . .	[1040], 1073
Crowne, <i>Re</i> . . .	1049

	PAGE		PAGE
Crowther, <i>Re</i>	1236	Cunyngham's Settlement, <i>Re</i>	770, 1468
— <i>v.</i> Appleby	82	Cunyngham <i>v.</i> Cunyngham	683
— <i>v.</i> Elgood	385	Cunynghame <i>v.</i> Thurlow	769, 1469
Croxon <i>v.</i> Lever	[828], 832	Cupit <i>v.</i> Jackson	660, 1381
Croxton <i>v.</i> May	[795], 799, 801, 804, 1392	Curd <i>v.</i> Curd	72
Croydon Gas Co. <i>v.</i> Dickinson	1788	Curling <i>v.</i> Austin	1850, 1854
Crozier <i>v.</i> Dowsett	712, 1615	— <i>v.</i> Flight	1854
Cruikshank <i>v.</i> Duffin	1296, 1857, 1860, 1875	— <i>v.</i> Perring	78
Crumbie <i>v.</i> Wallsend Local Bd.	504	— <i>v.</i> Townshend (M.)	1705
Crump <i>v.</i> Lambert	525, 526	Curren <i>v.</i> O'Connor	468 <i>Add.</i>
Cruse <i>v.</i> Howell	1324	Currey, <i>Re</i>	769
— <i>v.</i> Paine	[1968], 1970	— <i>Gibson v.</i> Way	768, 1830
Crush <i>v.</i> Turner	721	Currie, <i>Re</i>	248, 249, 1046
Cubbon, <i>Re</i> Goods of	782	— <i>Re</i> , Berkman <i>v.</i> Kim-	
Cubitt <i>v.</i> Heyward	465	berley (L.)	1377
— <i>v.</i> Smith	1836, [1895]	— <i>v.</i> Larkins	1461
Cuddee <i>v.</i> Rutter	1834, 1836	— <i>v.</i> Misa	1973
Cuddeford, <i>Exp.</i>	385	— <i>v.</i> Nind	1961, 1962
Cuddon <i>v.</i> Cuddon	1422	Curriers' Co. <i>v.</i> Corbet	461, 490, 491, 492, 495
— <i>v.</i> Tite	1871	Curteis, <i>Re</i>	1428
Cull, <i>Re</i>	997, 1015, 1016	Curtis and Betts, <i>Re</i>	110
— <i>v.</i> Inglis	77, 81	— <i>Re</i>	884
Cullen, <i>Re</i>	943	— <i>Hawes v.</i> Curtis	777
— <i>v.</i> A. G.	1141	— <i>v.</i> Curtis	808, 1208
Cullerne <i>v.</i> London & Suburban		— <i>v.</i> Eage	[1730]
Bldg. Soc.	607, 969	— <i>v.</i> Hutton	1144, 1147, 1268
Culley <i>v.</i> Wortley, <i>Re</i> Wortley	[41]	— <i>v.</i> Lloyd	113
Cullimore's Trusts, <i>Re</i>	1140	— <i>v.</i> Mundy	59 <i>Add.</i> , 67 <i>Add.</i>
Cullwich <i>v.</i> Swindell	1682	— <i>v.</i> Platt	337, 555, 560
Culverhouse <i>v.</i> Wickens	434	— <i>v.</i> Price	312, 1206
Cumberland Union Banking		— <i>v.</i> Rippon	845
Co. <i>v.</i> Maryport Iron Co. 289 <i>Add.</i> ,	1591, 1592	— <i>v.</i> Sheffield	145, 732
Cumberland <i>v.</i> Clark, <i>Re</i> Clark [701]		— <i>v.</i> Westeven Co. Cl.	509
— <i>v.</i> Richards	634	— <i>v.</i> Williamson	1164
Cumberlege <i>v.</i> Ware, <i>Re</i> Ware	1430, 1470	— <i>v.</i> Wormald	1308
Cuming, <i>Re</i> 1043, 1047, 1053, 1069,	1604	Curtius <i>v.</i> Caledonian Ins. Co.	110
Cumming, <i>Re</i>	1199	Curwen <i>v.</i> Milburn	265, 1222
— <i>v.</i> Cumming	890	Curzon <i>v.</i> Lyster	1568
— <i>v.</i> Fletcher	1737, 1738	Cusack, <i>Re</i>	251
— <i>v.</i> Fraser	1193	— <i>v.</i> L. & N. W. Ry. Co.	732
Cummins <i>v.</i> Bromfield	993	Cust <i>v.</i> Middleton	[864]
— <i>v.</i> Herron [531], 729, 731		— <i>v.</i> Ward	334
Cunard, <i>Re</i>	1080	Custance <i>v.</i> Bradshaw	1194
Cunynghame <i>v.</i> City of Glasgow		Custis, <i>Re</i>	1080
Bank	1005	Cutbush <i>v.</i> Cutbush	1314
Cunliffe, Brooks & Co. <i>v.</i> Black-		Cutfield <i>v.</i> Richards	1593, 1615
burn Bldg. Soc.	1770	Cuthbert <i>v.</i> Edinburgh	1817
— <i>v.</i> Ashworth	375	— <i>v.</i> Purrier	1391
— <i>v.</i> Cunliffe	1366	— <i>v.</i> Wharmby	1189, 1216
Cunningham, <i>Exp.</i> , <i>Re</i> Mitchell	1335	Cuthbertson <i>v.</i> Irving	1631
— <i>Re</i>	386	Cutler's Contract, <i>Re</i>	[1374]
— & Co., <i>Re</i> Simp-		— <i>Settlement, Re, Re</i>	
son's Claim	1691	Mason (a Lunatic)	[1072]
— and Frayling, <i>Re</i>	1044	Cutler, <i>Re</i>	800, 804
— <i>v.</i> Colling [555, 567]		— <i>v.</i> Boyd, <i>Re</i> Bennison	963
— <i>v.</i> Foot	980	— <i>v.</i> Entwistle	[301]
Cuno, <i>Re</i> , Mansfield <i>v.</i> Mans-		— <i>v.</i> Reliance, &c. Ass. Co.	436
field	773, 782		

D.

D'Abbadie <i>v.</i> Bizoin	1467
Dabbs <i>v.</i> Nugent	1154

	PAGE		PAGE
Dacie v. John	663	D'Angibau, <i>Re</i> , Andrews v. Andrews	837, 1429, 1482
Da Costa v. De Pas	1090, 1092	Daniel v. Anderson	508
Dacre v. Patrickson	1387	— v. Arkwright	1442, 1468
Dacres-Patterson v. Foote	133	— v. Davies	1241
D'Adhemar v. Bertrand	1020	— v. Ferguson	461, 493
Dadswell v. Jacobs	34, 56, 1170	— v. Newton	846
Daggett v. Ryman	464, 467, 1897	— v. Sinclair 1160, 1178, 1179, 1609, 1637	
Daintrey <i>Re</i> , <i>Exp.</i> Holt	1270 <i>Add.</i>	— v. Skipworth	1211
Dakin v. Cope	1870	— v. Trotman	684, 685
— v. L. & N. W. Ry.	604	Daniels v. Davison	1751
Daking v. Whimper	1429, [1959], 1961	Danily v. Platt, <i>Re</i> Lowe	1325
Dalby, <i>Re</i>	251	Dann, <i>Exp.</i> , <i>Re</i> Parker	1675
— v. Pullen	294, 1858	Darby's Patent	1936
Dale & Co., <i>Exp.</i>	966	D'Arcy v. Blake	808
—, <i>Re</i> , Stubbs v. Dale	225	— v. White	268 <i>Add.</i>
— and Elsdon, <i>Re</i>	1956, 1960	Darcy v. Whittaker	750, 1730
— v. Bateson	[1832]	Darcys, <i>Re</i>	845
— v. Hamilton	294, 334, 1797	Dardier v. Chapman, <i>Re</i> Barber	803
— v. Hayes	1421, 1483	Dare Valley Ry., <i>Re</i>	353, 359, 360, 2007
— v. Taylor	[1726]	Darke v. Martyn	964
Dales v. Weaver	468	— v. Williamson	1711
Daley v. Desbouverie	868, 1354	Darkin v. Marye	304
Dalglish, <i>Re</i>	1077	Darley v. Darley	853
Dalglish, <i>Exp.</i>	1682	— v. Tennant 1166, 1220, 1221	
— v. Jarvie	454, 459, 629	Darlington Waggon Co. v. Harding	367
Dalison's Settled Estates, <i>Re</i>	1525	— v. Hamilton 1854, 1855, 1977	
Dallas v. Glyn	384	Darnley (L.) v. L. C. & D. Ry.	40, 1837, 1841, 1847
— v. Law, <i>Re</i> Towry	1451	— Main Colliery v. Mitchell	504
— v. Towry's Settled Estate	1370	Darrell v. Tibbitts	1784
Dallow v. Garrold 435, 931, 932, 933		Darthey v. Clemens	1154, 1155
D'Almaine v. Boosey	582, 661	Dartmouth, &c. Ry. Co., <i>Exp.</i>	1496, 2039
Dalmer v. Dashwood	658	—, <i>Re</i>	2058
Dalrymple v. Hall	1327	— Harbour Commrs. v. Mayor of Dartmouth	29
— v. Leslie	60, 61, 73	Darvall v. Dougall	[523], 526
Dalston v. Coatsworth	1918	— v. New River Co.	1144
— v. Nanson, <i>Re</i> Mulcaster	387	Dashwood, <i>Exp.</i>	1496, 2039
Dalton, <i>Re</i>	844, 903	—, <i>Re</i>	688, 691
— v. Angus	501	— v. Dashwood	[999]
— v. Guardians of St. Mary Abbots	43	— v. Magniac	474, 478, 479, 1479, 1481
— v. Hayter	1299	Daubney v. Leake, <i>Re</i> Taylor	1271, 1328
— v. Saville St. Foundry Co.	551	— v. Shuttleworth	344, 347, 724
— v. St. Mary Abbots, Kensington	526	Daubuz v. Lavington	1630, 1631
D'Alton v. D'Alton	884	Daugars v. Rivaz 611, 613, 632, 1092	
Daly, <i>Re</i>	1337	Daughish v. Tennent	1957
— v. A.-G.	1096	Daun v. City of London Brewery Co.	1756
— v. Beckett	479	Dauvillier v. Myers	85
— v. Dublin (Abp. of)	612	Davenport's Charity, <i>Re</i>	1099, 1112
Damant v. Hennell	826, 1270	Davenport v. Bishopp	1961
Damer v. E. Portarlington	1190	— v. Charsley 1844, [1878]	
Dames and Wood, <i>Re</i>	1856	— v. Davenport	478, 826, [1447], 1479
Danaburg, &c. Ry. Co., <i>Re</i>	2069		
Danby v. Danby	1392		
Dance v. Goldingham	[622], 623, 959, 1845		
Dancer v. Hastings	675		
Dando v. Dando	1264		
Dangar's Trusts, <i>Re</i> [941], 943, 944			
Dangerfield v. Jones	569		

	PAGE		PAGE
Davenport v. Goldberg . . .	556	Davies v. Cracroft . . .	679 <i>Add.</i>
— v. James . . .	1600	— v. Davies (36 W. R. 399)	480
— v. Jepson [555].	562	— v. — (36 Ch. D. 374)	223,
— v. King . . .	1553	468, 470, 1841	
— v. Moes . . .	655	— v. — (9 Eq. 468)	837
— v. Powell . . .	1277	— v. — (12 D. M. &	
— v. Reid . . .	909	G. 54) 1373, 1377	
— v. Richard . . .	550	— v. — (38 Ch. D. 499)	1502
— v. Rylands 545, 569, 570		— v. — (4 Beav. 54)	1915
— v. Stafford 112, 164, 258,		— v. — (24 July, 1869)	1014
259, 960, 987, 1254, 1255		— v. — (6 Jur. N. S.	
Daverson, <i>Re</i> , Bowen v. Churchill		1320)	1694
1356 <i>Add.</i>		— v. Felix . . .	736
Davey v. Bentinck . . .	37 <i>Add.</i>	— v. Fowler . . .	1366
— v. Durrant . . .	1599, 1710	— v. Goodhew . . .	1307
— v. Miller . . .	1041, 1065	— v. Hodgson 768, 979, 981,	
— v. Shannon . . .	1839	1079, 1798	
— v. Ward, <i>Re</i> Hodges . . .	854	— v. Huguenin . . .	1460, 1461
— v. Wietlisbach . . .	1554	— v. Humphreys . . .	1784
David, <i>Re</i> . . .	241	— v. Jenkins . . .	752, 761
—, Buckley v. Roy. Nat.		— v. London, &c. Co. . .	1787
Lifeboat Inst. . .	1143	— v. Lowen . . .	468
— v. Frowd . . .	1219, 1397	— v. MacHenry 708, 710, 711	
— v. Howe . . .	[708], 712	— v. Mackuna . . .	469
Davidson, <i>Re</i> . . .	1338	— v. Marshall . . .	259, 460
—, Martin v. Trim-		— v. Nicolson . . .	1357, 1369
mer . . .	763, 1344	— v. N. Ins. of New Zea-	
— v. Carlton Bank 1673,		land . . .	1844
1677, 1677 <i>Add.</i>		— v. Nixon . . .	392
— v. Donaldson . . .	1164	— v. Otty . . .	93
— v. Illidge, <i>Re</i> Illidge. 175,		— v. Parry . . .	[935], 937
1200, 1202, 1203, 1287,		— v. Rees . . .	1679
1288		— v. Sear . . .	506
— v. Kimpton . . .	1327, 1392	— v. Smith . . .	334
— v. Wood . . .	792	— v. Stainbank . . .	1789
— v. —, <i>Re</i> Wood . . .	1218	— v. Stanford . . .	762, 773
— v. Young . . .	1198	— v. Topp 1208, 1214, 1230,	
Davies' Case . . .	1894	[1363, 1399], 1406, 1407,	
— Policy, <i>Re</i> . . .	[770], 772	1408	
— (Edward) Settled Es-		— v. Williams . . .	58, 713
tates, <i>Re</i> Rees [1517]		— v. —, <i>Re</i> Wil-	
Trusts . . .	782, 1253	liams . . .	1223
Davies, <i>Exp.</i> . . .	1040, 1056	— v. Wright . . .	294, 1592
—, <i>Re</i> (8 Eq. 98) . . .	98	Davis's Case . . .	844, 1769
— (38 Ch. D. 210) . . .	278	Davis, <i>Exp.</i> . . .	1825, 2027
— (21 Q. B. D. 241) . . .	630	—, <i>Re</i> (12 Eq. 214) . . .	1043, 1078
— (7 Jur. N. S. 118) . . .	1009	— (61 L. T. N.S. 530) . . .	1091,
— (3 Mac. & G. 278) . . .	1077	1092	
— (21 W. R. 154) . . .	1140	—, Basire v. Passingham [851]	
— (13 Eq. 163) . . .	1253	—, Evans v. Moore 980, 1255	
—, Davies v. Davies . . .	276,	—, Fothergill v. Davies [89]	
1248, 1253, 1253 <i>Add.</i> ,		—, Muckalt v. Davis . . .	263
1376		—, <i>Exp.</i> Rawlings . . .	1670
—, Evans v. Moore . . .	1256	— and Cavey, <i>Re</i> 1843, 1855,	
—, Issard v. Lambert 1158		[1864], 1885	
—, Jenkins v. Davies . . .	221	— & Co. v. Cousmith . . .	580
— & Caddick, <i>Re</i> Evans . . .	353,	— v. Howard . . .	1970
1812		— v. Adams . . .	349
— & Co. v. Andre & Co. . .	372	— v. Amer . . .	662
— v. Boulcott . . .	109	— v. Ashwin 292, 1592, 1593,	
— v. Bush . . .	930, 1293	1693	
— v. Chatham Bldg. Soc. . .	362	— v. Pank of England . . .	1920
— v. Chatwood, <i>Re</i> Allen . . .	229,	— v. Barrett . . .	1585
916		— v. Battine . . .	1584

Table of Cases.

lxix

	PAGE
Davis v. Browne	1255
— v. Burton	1679
— v. Bush	1392
— v. Chanter 1078, 1082, 1184, 1192	
— v. Combermere	1206, 1395
— v. Davis (48 L. J. Ch. 40)	705
— v. — (2 Atk. 24)	399
— v. — (13 Ch. D. 861)	112
— v. — (10 W. R. 245)	886
— v. — (1 H. & M. 255)	1365
— v. — (24 W. R. 962)	1704
— v. Dowding	1212
— v. Dysart (E.)	259, 260
— v. Flagstaff Silver Mining Co.	694
— v. Freethy	432, 932, 939
— v. Galmoye	384
— v. Gardiner	1293
— v. Harford	1480
— v. James	33
— v. Jones	1671
— v. Marlborough (D)	477, [639], 653, [671], 674, 1632, 1950
— v. May	1637, 1638
— v. Park	1837
— v. Parry	69, 70
— v. Second Chatham Bldg. Soc.	1771 <i>Add.</i>
— v. Shepherd	1892
— v. Shepstone	587
— v. Smaggasgale	[590]
— v. Spinling	1178, 1179
— v. Starr	355
— v. Stridbolt, <i>Re</i> Davis & Co.	1993
— v. Treharne	501
— v. Usher	1681
— v. Whitmore	1618, 1619
Davison, <i>Re</i>	1216
— v. Gillies	599, 605
— v. Watson	[1409]
Davy v. Garrett	30, 33, 723, 726
Davys and Verdern, <i>Re</i>	1855
Daw v. Eley	407, 560, 588, 632
— v. Herring	1799, 1811
— v. Rooke	1810
— v. Terrell	1703
Dawdy, <i>Re</i>	353
Dawes, <i>Exp.</i> , <i>Re</i> Moon	1978
—, <i>Re</i>	1191
— v. Bagnell	1222
— v. Creyke	816
— v. Treadwell	1430, 1978
Dawkins v. Antrobus	593
— v. Lord Penrhyn 1224; 1499	
— v. Morton	1158
— v. Saxe Weimar (Prince of)	117
Dawson's Case	1921
Dawson, <i>Re</i>	846, 1078
—, Johnston v. Hill	770, 827, 1356

	PAGE
Dawson v. Beeson	345, 346, 592
— v. Dawson (4 Eq. 508)	320, 1462, 1463
— v. — (11 Jur. 984)	305
— v. — (28 Beav. 605)	252
— v. — (1 Atk. 1)	1176, 1177
— v. Fitzgerald	356
— v. Fox	443
— v. Jay	888
— v. Johnson	1633
— v. Kearton	1202
— v. Newsome	113
— v. Owen	[1686]
— v. Paver	632
— v. Raynes	680
— v. Shepherd	220
— v. Small	1140, 1141
— v. Thompson	843, 901
— v. Thomson	[898]
— v. Whitehaven Bank	779, 809, 1602
— v. Yates	661
Day's Trusts, <i>Re</i>	421, 1013
Day v. Batty	284, 1270
— v. Biggin	[1210]
— v. Brownrigg	457, 545, 546
— v. Croft	653, 1252
— v. Day (1 D. & J. 144; 23 Beav. 391)	422
— v. — (M. R. 4 Dec. 1847)	786
— v. — (31 Beav. 270)	1208, 1610
— v. — (1 Dr. & S. 261)	1368
— v. — (14 W. R. 261)	1295
— v. — (1 Drew. 569)	1355
— v. Foster	553
— v. Freund	762
— v. Gudgen	1617, 1618
— v. Longhurst	617 <i>Add.</i>
— v. Lukhe	1847
— v. Merry	472
— v. Newman	1842, 1928
— v. Radcliffe	42
— v. Snee	630
— v. Sykes	649
— v. Turnell, <i>Re</i> Higgins	1431
— v. Whittaker	700
— v. Woolwich Eq. Bldg. Soc.	917, 1872
Deacon v. Dolby	368
— v. S. E. Ry. Co.	508
Deakin v. Lakin, <i>Re</i> Shakespear	752, 753, 773
Dean, <i>Re</i> , Cooper-Dean v. Stevens	1140, 1356, 1376
—, Dean v. Wright 1196; 1247	
—, Ward v. Holmes	268
— &c. of Ely v. Gayford	110
— v. Allen	1284, 1396
— v. Bennett	613
— v. Dean	1354
— v. Harris	1825
— v. Lethbridge	918

	PAGE		PAGE
Dean v. McDowell	1805	De Jongh v. Newman	156, 1853
— v. Morris	1270	De la Bere, <i>Re</i>	689
— v. Thwaite	504, 1222	De la Garde v. Lempriere	802
— v. Wilson	294	Delagoa Bay Ry. Co. and Tan- cred	730
Deane, <i>Exp.</i>	943	Delaney v. Fox	1631
—, <i>Re</i> , Bridger v. Deane	1469	De la Pole v. Dick	15, 916
— v. Croft, <i>Re</i> Croft	1195, 1470	De la Rue v. Dickinson	77, 78, 563
Deanes v. Kitchin	375	De la Touche's Settlement	1440, 1441
Dear, <i>Exp.</i>	1823	De la Viesca v. Lubbock	1198
— v. Sworder	32	De la Warr's Estate, <i>Re</i>	1481, 1502
— v. Verity	1841	De la Warr (E.) v. Miles	136, 264,
Deare v. Soutten	779	—	517, 735
Dearing v. Brooks, <i>Re</i> Parker	620,	Delevante, <i>Re</i>	986
—	658, 659	— v. Child	136
Dearle v. Hall	1749	Delfe v. Delamotte	573, 578, 630
— v. —, Loveridge v.		Delhasse, <i>Exp.</i>	1825
—		De Lille, <i>Re</i>	1049
— Cooper	1663	De Lisle v. Hodges	1328
Dearman v. Wyche	1605	Della Cainoa v. Hayward	675
Dearmer, <i>Re</i> , James v. Dearmer	770	Della Rosella's Estate, <i>Re</i>	660 <i>Add.</i>
Dearsley v. Middleweek	1784	Delmar's Case	836
Death v. Harrison	448	Delobbel-Flipo v. Varty	712 <i>Add.</i>
De Balinhard v. Bullock, Clarke		Delondre v. Shaw	542
— v. Clarke	1251	Delta Metal Co. v. Maxim Nor- denfelt Co.	563 <i>Add.</i>
De Bary, <i>Re</i>	[863]	"Delta," The	625, 1339
De Bay v. Griffin	935	De Lusi's Trusts, <i>Re</i>	781, 782, 1253
Debbon, <i>Re</i> , Debbon v. Colles	1581	Del Valle v. Mayer	536
De Beauvoir, <i>Re</i>	2040	Delves v. Delves	298
— v. De Beauvoir	1306	— v. Newington	1384
Debenham v. Lacey, Smith v.		Demainbray v. Metcalfe	1663
— Whichcord, Evans		De Mandeville v. De Mandeville	375
— v. Debenham	[702]	De Martana, <i>Re</i>	796
— v. Mellon	779	— v. De Martana	1392
— v. Ox	1946	De Mattos v. Gibson	455, 615
De Bernaldes v. Fuller	1182	De Mestre v. West	1961
— v. New York Herald	15 <i>Add.</i>	De Montaigne v. Cane	880
De Brassac v. Martyn	1835, 1890	De Mora v. Concha	93, 134, 1336,
De Britto v. Hillel	97, 141	—	1339
De Burgh Lawson, <i>Re</i>	783, 1204,	Dempsey v. Dempsey	304
—	782 <i>Add.</i>	Dence v. Mason	546
— v. De Burgh		Dendy v. Cary	[505]
— Lawson	1343, 1408	Denham & Co., <i>Re</i>	606
De Bussche v. Alt	1172	De Nicholls v. Saunders	1631
De Caux v. Skipper	[1736], 1737	Denis v. Gorman	118
De Cosse Brissac v. Rathbone	1338	Dennehy v. Jolly	355, 1812
De Costa v. De Costa	825	Dennett v. Atherton	525
De Crespigny, <i>Re</i> , De Crespigny		Denning v. Henderson	304
— v. De Crespigny	1465	Dennis, <i>Re</i> (5 Jur. N.S. 1388)	1009
Deere, <i>Re</i>	388, 409	— (12 W. R. 575)	1080
Deering v. Bank of Ireland	1213	— (8 W. R. 649)	1495, 1496
De Feuchères v. Dawes	620, 659	— v. Crawshay, <i>Re</i> Craw- shay	[228, 1247]
Defflis v. Goldschmidt	1324	— v. Dennis	808
De Francesco v. Barnum	468 <i>Add.</i> ,	Dennison, <i>Exp.</i>	1665
—	836	—, <i>Re</i>	1051
Defries v. Smith	1789	Denny v. Hancock	1843
Deg v. Deg	1203, 1408	Denston v. Ashton	29
De Geer v. Stone	845, 1334	Dent, <i>Re</i> , Dent v. Harden	[853],
De Gray's Entailed Estates, <i>Re</i>	2016,	—	857
—	2027	— v. Allcroft	1142
De Greuchy v. Wills	755	— v. Auction Mart Co.	337, 489,
De Hart v. Stevenson	42, 108	—	491
De Havilland v. Saumarez	1450		
De Hoghton v. Money	1598, 1841,		
—	1842, 1852, 1961		

	PAGE		PAGE
Dent v. Bennett	1945, 1946	Devala Provident Gold Mining Co., <i>Re</i>	142
— v. Clayton	809	Devas v. E. & W. India Dock Co.	665, 2050
— v. Dent (30 Beav. 363)	1480	Devaynes v. Noble	1820, 1822
— v. — (1 Eq. 186)	63	— v. Robinson	79, 81, 959, 965, 970, 1192, 1297
— v. — (35 L. J. Ch. 112)	65	Dever, <i>Exp.</i> , <i>Re</i> Suse	1972, 1973
— v. — (L. R. 1 P. & M. 366)	396, 665	Devey v. Thornton	136, 994, 997
— v. London Tram. Co.	605	De Visme, <i>Re</i>	1464
— v. Sovereign Life Ass.	256	— v. De Visme	304, 1870
— v. Turpin	544	De Vitre v. Betts	568
— v. West	[1345]	Devitt v. Kearney	1314
Denton v. Day	1278	Devon and Somerset Ry. Co., <i>Re</i>	[2049], 2049, 2050, 2051
— v. Macneil	1173, 1933	Devonport (Mayor of) v. Plymouth Tram. Co.	527
— v. Manners	1142	Devonshire, <i>Re</i>	340
— v. Strong	357	— (Duke of) v. Pattinson	1978
Denver Hotel Co., <i>Re</i>	605 <i>Add.</i> , 2066, 2070	— v. Atkins	1369
De Pass v. Capital and Industries Corp.	432	— v. O'Connor	517
De Penny, <i>Re</i> , De Penny v. Christie	18	Devoy v. Devoy	1069
De Pereda v. De Mancha	843	Dewar v. Brooke	960, 964
D'Epineuil, <i>Re</i> , Tadman v. D'Epineuil	1234, 1681	— v. Maitland	1043, 1343
De Pradel, <i>Re</i>	781	De Weever v. Rochport	856, 883
Depree v. Bedborough [311].	313, 1875	Dewell, <i>Re</i> , Edgar v. Reynolds	1387, 1397
Derbshire v. Home	961, 981	— v. Tuffnell	309
Derbon, <i>Re</i> , Derbon v. Collie	1249	Dewhurst, <i>Re</i>	1077
Derby (E.) v. D. of Athol	56	De Winton v. Corp. Brecon	650, 656, 675, 679
— Municipal Estates, <i>Re</i>	2019	De Witte v. Palin	[850], 855
— Union v. Sharratt, <i>Re</i> Webster	912	Dewson, <i>Re</i>	[53]
— Waterworks Co., <i>Re</i> [2025]		Dexter, <i>Re</i> 1994 <i>Add.</i> , 1998 <i>Add.</i>	
De Rechberg v. Beeton	207	D'Eyncourt v. Gregory	1005, 1370, 1452, 1683
Dering's Patent, <i>Re</i>	1982	D'Henssens v. Younge	1169
Dering v. L. Winchelsea	1784	D'Hormusgee v. Grey	28
De Rochefort v. Dawes	1295	D'Huart v. Harkness	1196
De Ros, <i>Re</i> , Hardwicke v. Wilmot	1425, 1430	Diamond Fuel Co., <i>Re</i>	740
De Rothschilds v. Morrison, Kekewich & Co.	441	—, Mitcalfe's Case	969
Derry v. Peek 962, 1924, 1925, 1934		Dibb v. Walker 439 <i>Add.</i> , 1606 <i>Add.</i>	
De Ruvigne's Case	1941	Dibbs v. Goren	995, 1397
Desborough v. Harris	440	Dicconson, <i>Re</i>	873
— v. Rawlins	78	Dicido Pier Co., <i>Re</i>	2070, 2071
Desinge v. Beare, <i>Re</i> Prater	1367	Dick, <i>Re</i>	1003
Dessau v. Lewin, <i>Re</i> Michael 92, 316		— v. Haslam	553 <i>Add.</i>
De Stacpoole v. De Stacpoole	904	Dickens v. Harris	659
D'Estampe's Settlement, <i>Re</i> , D'Estampe v. Crowe	1430	Dickenson v. Grand Junction Canal	466
D'Estampes, <i>Re</i> , D'Estampes v. Crowe	1978	— v. Jardine	1784, 1785
De Tennier's Settled Estates, <i>Re</i>	1523	— v. Teasdale	1221, 1225, 1257, 1606
De Tessier's Settled Estates, <i>Re</i> 868 <i>Add.</i> , 870 <i>Add.</i> , 1529 <i>Add.</i>		Dicker v. Popham	491, 492
— Trusts, <i>Re</i> , De Tessier v. De Tessier	1481 <i>Add.</i>	Dickin, <i>Exp.</i> , <i>Re</i> Foster	1212
Detillin v. Gale	1613, 1616	— v. Dickin	1068, 1208
Detmold, <i>Re</i>	1956	Dickinson, <i>Re</i> (17 L. T. N.S. 231)	1069
De Trafford, <i>Exp.</i>	[1495]	—, (1 Jur. N.S. 724)	1079
Deuce v. Mason	727	—, Bute (Marquis of) v. Walker	[929], 1160
Deutsche, &c. Gesellschaft v. Brisac	353		

	PAGE		PAGE
Dickinson v. Burrell	1951	Dixon, <i>In re Goods of</i>	1326
— v. Dickinson, <i>Re Ord</i>	1377	—, <i>Re</i>	[418]
— v. Dilwyn	1429	—, Byram v. Tull	773, 1395
— v. Doble	1825, 1879	— v. Astley	1871
— v. Harbottle	482	— v. Brown, <i>Re Brown</i>	967, 1914
— v. L. C. & D. Ry. Co.	1879	— v. Caledonian &c. Ry. Co.	502
Dicks v. Batten	1552, 1561	— v. Evans	112
— v. Brooks	581, 735	— v. Fraser	1871
— v. Hare	1198, 1249	— v. Gayfere	1224, 1711, 1904
— v. Yates	219, 577, 579, 723	— v. Holden	586
Dickson's Case, <i>Re Elham Valley Ry. Co.</i>	724	— v. Jackson	2024
Dickson, <i>Exp.</i> (1 Sim. N. S. 37)	1453	— v. Lord Small Arms Co.	551
— (S. D. & M. 655)	248, 252	— v. Met. Bd. of Works	514
—, <i>Re</i> , Hill v. Grant	838	— v. Morley	1014
— v. Gayfere	1896	— v. Muckleston	1703, 1748, 1750, 1755
— v. Harrison	724, 725	— v. Peacock	1481, 1608
— v. Hook	768	— v. Pyner	294, 1469
— v. Murray, <i>Re Murray</i>	966	— v. Rowe	117, 1355
Dickson-Poynder v. Cook, <i>Re Poynder's Settled Estates</i>	1501	— v. Saville	808, 1602
Digby, <i>Exp.</i> , Jackson v. Smith	[927], 931, 934	— v. Smith	402, 768
— v. Boycott	1238, 1264	— v. White	501, 503
— v. Craggs	1609	— v. Wilkinson	852, 943, 944
Diggle v. Higgs	440	— v. Wrench	429
Dighton v. Withers	1208, 1214, 1703	Doble, <i>Exp.</i>	1960
Dilkes v. Broadmead	1395	— v. Manley	1644, 1645
Dillon, <i>Re</i> , Dillon v. Duffin	1365	Dobson's Settled Estate, <i>Re</i>	1530
—, Duffin v. Duffin	1217, 1370, 1371	Dobson v. Carpenter	[1281], 1284
— v. Ashwin	1618	— v. Laird	1637
— v. Coppin	1550	— v. Land	1638
Dimes v. Scott	978, 1417, 1418, 1419	— v. Lee	1620
— v. Steinberg	620	— v. Pattinson	988, 1016
Dimmock, <i>Re</i>	1314	Docker, <i>Exp.</i> , <i>Re Heritage</i>	247
— v. Hallett	308, 312, 1844, 1880, 1881	— v. Somes	985, 988, 989, 1830
Dimond v. Bostock	1324	Docksey v. Else	1656
Dimsdale v. Dimsdale	1946	Docwra, <i>Re</i> , Docwra v. Faith	[281], 791, 1044, 1045
Dinham v. Bradford	1793, 1797, 1805, 1811, 1841	Dod v. Dod	1450
Dinn v. Blake	359	Dodd v. Holbrook	408, 946
Dinning v. Henderson	1205, 1207, 2042	— v. Lydall	1161, 1211
Dinsdale v. Dudding	1253, 1254	— v. Salisbury &c. Ry.	603
Dinwiddie v. Bailey	1155	— v. Turnbull	395
Diplock v. Hammond	440	— v. Wake	1377
Direct Spanish Tel. Co., <i>Re</i>	2069	Dodds, <i>Re</i> , <i>Exp.</i> Pritchard	1234
Di Savini v. Lousada	846	— v. Gronow	1555
Disney v. Longbourne	58	— v. Lewis	1306
District Bank of London, <i>Exp.</i> , <i>Re Genoso</i>	778	— v. Preston	1818
Ditcham v. Worrall	836	— v. Shepherd	442, 724
Ditton, <i>Exp.</i>	236, 263, 1585, 1705	— v. Tuke	143, 994, 1233, 1266
Diver's Estate, <i>Re</i>	2039, 2045	Dodkin v. Brunt	1019
Dix v. Burford	1255	Dodsley v. Kinnarsley	579
— v. G. W. Ry. Co.	43, 1853	Dodson v. Bishop	295
Dixie, <i>Re</i>	[861]	— v. E. Kent Ry. Co.	2035
— v. Dixie	[864]	— v. Richardson	[639]
Dixon's Trusts, <i>Re</i>	803	— v. Sammell	1284, 1396
Dixon, <i>Exp.</i> , <i>Re</i> Smith	1171	Dodsworth, <i>Re</i>	1081, 1373
— Henley	1163	Dodwell, <i>Re</i>	406
		Doe d. Knight v. Nepean	1391
		— Palmer v. Eyre	1607
		— Stewart v. Sheffield	1324
		— v. Adams	1632

	PAGE		PAGE
Doe v. Boulton	1629	Dorman, <i>Exp.</i>	1818
— v. Cadwallader	1630	Dormer v. Fortescue	868, 1909
— v. Edwards	1631	Dornford v. Dornford	987, 988, 1181, [1277]
— v. Hales	1630	Dos Santos v. Frietas	73
— v. Hughes	1298	Doty, <i>Exp.</i> , <i>Re</i> Brandon's Patent	1986
— v. Maisey	1629	Doucet v. Geoghagan	1335
— v. M'Kaeg	613	Dougherty v. Teay	307
— v. Read	675	Doughty v. Bull	1306
— v. Scarborough (E.) 1500 <i>Add.</i>		— v. Townson, <i>Re</i> Brac- ken	1190, 1216, 1397
— v. Thompson	1631	Douglas, <i>Re</i> , <i>Obert v.</i> Barrow	1139, 1140
— v. Wroot	1604	— — — — —, Wood v. Douglas	1328
Doering v. Doering	967, 995	— — — — — v. Andrews	853
Doggett v. Curnow	[476], 481	— — — — — v. Archbutt	94, 998
— v. E. C. Ry.	271	— — — — — v. Congreve	1419
— v. Revett, <i>Re</i> Youngs	112, 117, 727, 986, 1197, 1252	— — — — — v. Cooper	1269
Dogliani v. Crispin	205, 1335, 1336, 1337	— — — — — v. Culverwell	1583, [1620], 1772
Doherty v. Allman	481 <i>Add.</i> , 481	— — — — — v. Douglas (V.-C. K.- B. 11 Dec. 1844, A. 953) [1291, 1301, 1319, 1340], 1342, 1343	
Doidge v. Carpenter	1978	— — — — — v. Douglas (12 Eq. 617) [1332], 1335,	
Dolan v. Macdermot 1091, 1139, 1140		— — — — — v. Forrest	1223
Dolling v. Evans	1838	— — — — — v. Sidmouth, &c. Ry. Co.	1847
Dollman v. Jones	735	Douglasse v. Waad	1961
Dollond v. Johnson	1201	Doulton v. Metrop. Board of Works	2008
Dolman, <i>Re</i>	[27]	Douthwaite, <i>Exp.</i>	[2021]
— v. Curling	672	— — — — — v. Hensley	286
Doloret v. Rothschild	1847	— — — — — v. Spensley	183
Dolphin v. Aylward	1741, 1742, 1961, 1962	Dove, <i>Re</i> , Bousfield v. Dove	287
— v. Layton	433	— v. Everard	963
— v. Robins	1337	Dover Harbour v. L. C. & D. Ry.	460
Dommett v. Bedford	1355, 1376	— (Warden of) v. L. C. & D. Ry.	605
Domville v. Berrington	294, 295	Dow v. Baker	[1303]
— v. Lamb	320	Dowbiggin v. Trotter	1379
— v. Winnington	1460, 1461	Dowd v. Hawtin, <i>Re</i> Hopkins	659, 676, 1252, 1320
Donald v. Bother	1197	Dowden v. Levis	1788
Donaldson, <i>Re</i>	251, 252, 263, 1615	Dowdeswell v. Dowdeswell	1192, 1196, 1197
— v. Corner [1166, 1180]		Dowle v. Lucy	297
— v. Donaldson	[954], 1004, 1427, 1481	— v. Saunders	1748
— v. Gillot	1917, 1918	Dowley v. Winfield	[1391], 1391
Doncaster Building Soc., <i>Re</i>	1770	Dowling's Trusts, <i>Re</i>	2014, 2041
Done's Case	451, 1153	Dowling v. Bettjeman	1835
Donington Church Estate, <i>Re</i>	1112, 1115	— v. Dowling	144
Donington, <i>Re</i>	1100	— v. Hudson	652, 1204
Donisthorpe, <i>Re</i>	1043	— v. Maguire	761
Donne v. Lewis	166, 1406	Down v. Ellis	1216
Donnell v. Bennett	461, 467	Downe v. Fletcher	753
Donovan v. Brown	733	Downes, <i>Re</i>	[251], 252
— v. Fricker	1637, 1638	— v. Cottam, <i>Re</i> Beddoes 723 <i>Add.</i> , 992 <i>Add.</i> , [1246]	
— v. Needham	[1264]	— v. Jackson	172
Dooby, <i>Re</i> , Fisher v. Dooby	945		
— v. Watson	940, 945		
Doodson v. Turner, <i>Re</i> Knowles	386		
Doody, <i>Re</i> , Fisher v. Doody	263		
— <i>Add.</i> , 289 <i>Add.</i> , 998 <i>Add.</i> , 1615, 1617, 1640			
— v. Higgins	1326, 1329		
Doran v. Simpson	1320		
Dorè Gallery Co., <i>Re</i>	99		
D'Orleans, Duchesse, <i>Re</i>	1196		
Dorling v. Claydon	1857		
— v. Evans	1872, [1899]		

	PAGE		PAGE
Downes v. Jennings . . .	[1951]	Drinkwater v. Ratcliffe	791, 1553,
— v. Morris . . .	1203, 1602	—	1554
— v. Ship . . .	1933, 1935	Driver, <i>Re</i> . . .	1077
— v. Somerville, <i>Re</i> So-		— v. Broad	1692 <i>Add.</i> , 1839
merville . . .	725	Droitwich Co. v. Curzon . .	2068
Downing v. Falmouth Sewage		Drover v. Beyer . . .	450, 451
Board	63, 67, 95, 528	Druiff v. Parker (L.) . . .	1915
— v. Hudson . . .	1297	Druitt v. Seaward, <i>Re</i> Ains-	
— v. Picken . . .	204	worth . . .	1328
Downs v. Collins . . .	1817	— v. Willons . . .	790
— v. Salmon . . .	1674	Drummond's Patent, <i>Re</i> 20, [1967],	
Downshire (M.) v. Sandys	472, 479,	—	1989
	632	Drummond and Davie, <i>Re</i>	763, 773
Dowse, <i>Re</i> , Dowse v. Glass .	1463	— v. Drummond . . .	1804
— v. Gorton	986, 1248, 1314,	— v. Leigh, <i>Re</i> Bryon	1325
	1315	— v. St. Albans' (D.)	1633
Dowsett v. Culver, <i>Re</i> Lepine .	1255	Drury v. Molins . . .	470
Doyle v. Blake . . .	1397	— v. Orsmond, <i>Re</i> Orsmond	1205
— v. City of Glasgow Life		— v. Thorn . . .	[701], 706
Ass. Co. . . .	138	Drury-Lowe's Settlement, <i>Re</i> ,	
— v. Kaufman . . .	8	<i>Exp.</i> Stilwell . . .	207
— v. Mulkern . . .	139	Drybutter v. Bartholomew .	1144
Doyley v. Doyley . . .	1095	Dryden's Settled Estates, <i>Re</i> .	1502
Dracup, <i>Re</i> , Field v. Dracup .	1251	Dryden v. Foster . . .	706
Drage v. Hartopp . . .	1251, 1600	— v. Frost	1613, 1616, 1617
Drake, <i>Re</i> (8 Beav. 123) . .	248, 252	Drysdale v. Lovering . . .	1783
— v. Drake (25 Beav. 641)	134	— v. Pigott . . .	1669
— v. — (3 Ha. 528) . . .	744	Duberley v. Day . . .	1637, 1645
— v. Franke, <i>Re</i> Franke . .	276	— v. Waring . . .	1645
— v. Greaves . . .	2029, 2041	Dublin City Market Co., <i>Re</i> ,	
— v. Kershaw, <i>Re</i> Kershaw	1296	<i>Exp.</i> Keatley . . .	2045
— v. Symes . . .	61	— City of, <i>Rys.</i> , <i>Re</i> , <i>Exp.</i>	
— v. Trefusis . . .	1004, 1481	Kelly . . .	2042, 2043,
Drakeford v. Drakeford . .	1377	—	2045 <i>Add.</i>
Drant v. Vause . . .	1307	—, Wicklow, & Wexford	
Draper, <i>Re</i> . . .	1009, 1081	Ry. Co., <i>Re</i> . . .	2039
— v. Manch. & C. Ry. . .	71	Du Boulay v. Du Boulay	545, 546
Drapers' Co. v. Davis . . .	1379	Dubout v. Macpherson . . .	20
Draycott v. Harrison . . .	754	Duce's Trusts, <i>Re</i> . . .	1047
Drennan v. Andrew . . .	909	Duck v. Mayew . . .	1790
Dresser v. Gray, <i>Re</i> Gray .	1369	Duckett v. Gover . . .	42
Drover v. Maudealey . . .	679	Duckle, <i>Re</i> . . .	873
Drew, <i>Re</i> . . .	248	Duddell v. Simpson . . .	1856, 1880
— v. Lewis . . .	428	Dudgeon v. Thomson	[547], 550,
— v. Lockett . . .	1782, 1762	—	552, 564
— v. Nunn . . .	779	Dudley, <i>Re</i> . . .	385, 408, 502, 942
— v. O'Hara . . .	1299	—, <i>Exp.</i> Monet . . .	946
— v. Power	982, 1177, 1178,	—, Countess of, <i>Re</i> [1507],	
	1179	—	1509, 1511, 1520
Drewe, <i>Re</i> . . .	1080	— Nav. Co. v. Grazebrook .	502
Drewery, <i>Re</i> . . .	911, 912	— v. Champion, <i>Re</i> Cham-	
Drewitt v. Edwards . . .	386	pion . . .	966 <i>Add.</i> , 1367
Drewry v. Barnes . . .	665	Dudson, <i>Re</i> . . .	1498, 1499
— v. Darwin . . .	682, 684	— v. Norton . . .	358
— v. Thacker	632, 633, 705,	Dufaur v. Professional, & C.	
	1234	Office . . .	1668
Dreyfus v. Peruvian Guano Co.	35,	Duff's Executors' Case, <i>Re</i>	
56, 461, 462, 504, 656, 1159, 1181		Cheshire Banking Co.	1005, 1286
Driffield v. E. Riding Linseed		Duff v. Pullesteen . . .	895
Cake Co. . . .	553	Duffield v. Denny . . .	283
— Linseed Cake Co. v. .		— v. O'Brien . . .	[1279]
Waterloo Mills Cake Co. .	540,	Duffill, <i>Exp.</i> . . .	792
	[549]	Duffin v. Duffin, <i>Re</i> Dillon	1217,
		—	1370, 1371

	PAGE		PAGE
Dufforth v. Arrowsmith . . .	[701]	Dunning v. Hards . . .	1220
Duffy, <i>Re</i> . . .	803	Dunraven Coal, &c. Co., <i>Re</i> 339,	721
Dugdale, <i>R.</i> , Dugdale v. Dug-		Dunstan v. Patterson . . .	986, 1613
dale . . .	145, 1355	Dunt v. Dunt . . .	252
— v. Dugdale . . .	1329, 1407	Dunthorne v. Bunbury . . .	113, 934
— v. Meadows 206, 306,	812	Dupleix v. De Roven . . .	1201
— v. Robertson . . .	497, 500	Dupuy v. Dilkes . . .	580
Duggan, <i>Re</i> . . .	341	— v. Welsford . . .	820, 826
— v. Duggan . . .	1467	Durell v. Pritchard . . .	460
Duignan v. Walker . . .	468	Durham, &c. Building Society v.	
Duke v. Burnett . . .	1854	Davidson . . .	1766
— v. Davis . . .	712 <i>Add.</i>	— (B. of), <i>Exp.</i> . . .	2046
— v. Doidge . . .	1460	— (E. of), <i>Re</i> , Earl Grey	
— v. Goldesborough . . .	1441	v. Durham . . .	1978
Dulwich Coll., <i>Re</i> . . .	259, 1104	— (E. of) v. Legard 1843,	1881
Duly v. Nalder . . .	1872	— (E. of) v. Wharton . . .	1462
Dummer's Will, <i>Re</i> . . .	2025, 2026	— v. Crackles . . .	803
Dummer v. Corp. Chippenham	77, 83	— v. Newcastle - upon -	
Duncan, <i>Re</i> . . .	1111, 1114	Tyne (Corp.) . . .	[477]
—, Fox, & Co. v. N. & S.		Durnford, <i>Re</i> . . .	248
Wales Bk. 1782, 1784,		Durrant & Stoner, <i>Re</i> . . .	790
1791, 1792		— v. Ricketts . . .	752, 753
— v. Campbell . . .	804	Dutton, <i>Re</i> . . .	1140
— v. Cannan . . .	803	— v. Bookfield . . .	1407
— v. Cashin . . .	763, 772	— v. Thompson 992, 994, 996,	
— v. Dixon . . .	761, 837	1435	
— v. Hill . . .	1173, 1971	Duval v. Mount . . .	1870
— v. Howell . . .	1551	Duvigier v. Lee . . .	1605, 1611
— v. Lawson . . .	1336	Dux Hamilton v. Dom. Mohun	144
— v. Varty . . .	328	Dyas v. Rooney . . .	1847, 1848
— v. Watts . . .	1287	Dye v. Dye . . .	737, 781
Duncombe v. Brighton, &c. Co.	1182	Dyer, <i>Re</i> , Dyer v. Paynter . . .	1553
— v. Greenacre . . .	804	— v. Dyer (10 May, 1859, A.	
— v. Levy . . .	332	1622) [671], 672	
— v. Lewis . . .	399	— v. — (34 Beav. 504) . . .	870
Duncroft v. Albrecht . . .	1836	— v. — (1 L. C. Eq. 236)	254
Dundas v. Dutens . . .	913, 1427, 1955	— v. Hargrave . . .	1870, 1880
Dundee Suburban Ry. Co., <i>Re</i>		— v. Richards, <i>Re</i> Benett . . .	1270
The . . .	170	Dyers' Co. v. King . . .	491
Dundonald (E.) v. Masterman .	945	Dyke's Estate, <i>Re</i> . . .	1466
Dungey v. Angove 441, 442, [947]		Dyke v. Cannell . . .	365, 367
Dunkirk Coll. Co. v. Lever . . .	730	— v. Rendall . . .	810
Dunkley v. Dunkley . . .	804	— v. Stephens . . .	59, 63, 824
— v. Scribner . . .	399, 400	— v. Taylor . . .	465, 470
Dunlop, <i>Re</i> , Dunlop v. Dunlop	1295,	Dykes v. Jamieson . . .	715
1741		Dylar, <i>Re</i> . . .	2040
— v. Higgins . . .	692, 1839	Dymond v. Croft . . .	156, 345, 1582
Dunn's Assignees v. Hibernian		Dymonds v. Croft . . .	132
Co. . . .	1664	Dynevor Collieries Co., <i>Re</i> . . .	106
— Estate, <i>Re</i> . . .	2017	— (L.) v. Tennant . . .	1979
Dunn, <i>Re</i> . . .	1998	Dyott v. Neville . . .	724
—, Graham v. Halliday [677]		Dyson, <i>Re</i> . . .	689, 691
— v. Bryan . . .	478, 479	— v. Benson . . .	[589]
— v. Campbell 962, 978, 1153		— v. Hornby . . .	1869
— v. Dunn . . .	87, 825	— v. Morris . . .	1583
— v. Flood 623, 1007, 1356, 1845			
— v. Snowden . . .	1391		
— v. Tatnall . . .	[1330]		
— v. Vere . . .	1901		
Dunne v. Dunne [1350], 1453, 1480			
— v. English . . .	1172, 1931		
Dunnill's Trusts . . .	1451		
Dunning, <i>Re</i> , Hatherley v.			
Dunning . . .	1286		

E.

E. C. Powder Co., <i>Re</i> . . .	2071
E. C. Ry. Co., <i>Exp.</i> . . .	2035
—, <i>Re</i> . . .	359
— v. Hawkes . . .	607
Eade, <i>Re</i> . . .	722

	PAGE		PAGE
Eade v. Jacobs . . .	37, 56, 74	Easton v. Lander . . .	997 <i>Add.</i>
Eaden v. Firth . . .	526, 556	— v. London Joint Stock	
Eades v. Starbuck Waggon Co. .	552	Bank . . .	261, 263, 1752
Eadie v. Addison . . .	[1832, 1887]	East Pant Du Co. v. Merry-	
— v. Anderson . . .	1891, 1892	weather . . .	602, 917
Eadon v. Jeffcock . . .	501	Eastwood v. Clarke, <i>Re</i> Gadd .	1005,
Eads v. Williams . . .	1847	1019	
Eady v. Watson . . .	1016	— v. Lever . . .	459
Eager v. Barnes . . .	945, 1820	— v. Vinke . . .	1463
— v. Furnivall . . .	764	Eaton v. Bennett . . .	1440
Eaglesfield v. Londonderry (M.)	1924	— v. Hanwell . . .	1062, 1569
Eagleton v. Horner, <i>Re</i> Horner	1325	— v. Storer . . .	94
Eales v. Drake . . .	1384	Eaves v. Hickson .	996, [1919], 1920
Ealing Local Board, <i>Exp.</i> , <i>Re</i>		Ebbett's Case . . .	836
Trehearne . . .	434	Ebbw Vale Co.'s Case . . .	1182
Eames v. Hacon . . .	1197, 1198	— Steel, Iron and Coal	
Eardley v. Granville (E.) [498],	504	Co., <i>Re</i> . . .	[2064], 2069
— v. Knight . . .	266, 1608	Eberle's Hotel and Restaurant	
— v. Owen . . .	1208	Co. v. Jones . . .	1162, 1234
Earee v. Wells, <i>Re</i> . . .	1501, 1502	Ebrard v. Gassier . . .	28, 260
Earl, <i>Re</i> . . .	1196	Ebsworth and Tidy, <i>Re</i> .	312, 1854,
Earle & Webster's Contract, <i>Re</i>	1532	[1884], 1885	
— v. Pickin . . .	334	Eccles. Comrs., <i>Exp.</i> .	2039, 2040,
— v. Sidebottom . . .	1279	2044	
— v. Wells . . .	[1290]	— v. London Comrs.	
Earlom v. Saunders . . .	1316	of Sewers .	604, 2007
Early v. Rathbone . . .	1979	— v. N. E. Ry. . .	1222
Earp v. Lloyd . . .	72, 75	— v. Kino .	488, 490, 492,
E. & W. India Dock Co., <i>Exp.</i> ,		494, 495, 629	
<i>Re</i> Clarko . . .	726	Eccleshill Local Bd., <i>Re</i> .	1869, 2036
E. & W. India Dock Co., <i>Re</i> .	378,	Eccleston v. Skelmersdale (L.)	1153
664, [2048], 2050, 2051		Eckersley v. Eckersley . .	167
E. & W. India Dock Co. v. Kirk		Eddowes v. Argentine Loan Co.	97,
& Randall . . .	353	98, 750, 774	
E. & W. India Dock Co. v. Lit-		Ede v. Knowles . . .	1703
ttledale . . .	440, 444	Edell v. Cave . . .	[23], 24
E. & W. India Dock Co. v. Shaw	690	Edelsten, <i>Re</i> . . .	1033
E. & W. India Dock Co. v. Shaw,		— v. Edelsten. . .	459, 537,
Savill & Co. . .	692	[538], 542, 543	
E. & W. Junction Ry. Co., <i>Re</i> .	2050	— v. Vick .	537, 541, 543, 547
East, <i>Re</i> . . .	1046, 1078	Eden, <i>Re</i> , Eden v. Sutton .	[1000]
East Bergholt, <i>Re</i> . . .	1100	— v. Bute (E.) . . .	134
Eastern & Midland Ry. Co., <i>Re</i>	665,	— v. Naish . . .	113, 345, 1898
2051		— v. Ridsdale Railway Lamp	
East India Co. v. Boddam	1909, 1910	Co. . .	969, 1941
— v. Keighley . . .	1159	— v. Thompson .	2042, 2043, 2044
East Lanc. Ry. v. Hattersley	[125,	— v. Weardale Iron and Coal	
333], 458		Co. . .	35, 58
Eastland v. Burchell . . .	779	Edenborough v. Abp. of Canter-	
East Limehouse Bd. of Works,		bury . . .	220, 610, 611, 613, 992
<i>Re</i> Vallance . . .	135	Eder v. Attenborough . .	57
East London Ry. Co., <i>Re</i> , Oli-		Edevain v. Cohen . . .	40, 1216
ver's Claim . . .	2007	Edgar, <i>Re</i> , Edgar v. Johnstone	17
East Molesey L. B. v. Lambeth		— v. Reynolds, <i>Re</i> Dewell	1387,
Waterworks Co. . .	456 <i>Add.</i>	1397	
East of England Bank, <i>Re</i> (6 N.		Edgumbe v. Carpenter . .	460
R. 81) . . .	619	Edge, <i>Re</i> . . .	699
East of England Bank, <i>Re</i> (2 Dr.		—, Bill v. Edge .	1059, 1069
& S. 284) . . .	390	— v. Harrison . . .	1989
East of England Bkg. Co., <i>Re</i> .	1181,	— v. Worthington . .	1703
1182		Edginton v. Fitzmaurice .	1924,
Easton Estate and Mining Co.		1925, 1933, 1934	
v. Western Waggon and Pro-		Edginton, <i>Re</i> , Edginton v.	
perty Co.	378	Edginton	585

	PAGE		PAGE
Edginton v. Edginton	540, 546, 2002	Edwards v. Dennis	542, 1995, 1997, 1999, 2002
Edinburgh (Mayor of) v. Blakie	519	— v. Dewar, <i>Re</i> Andrews	750, 768
— (Ld. Prov. of) v. Ld. Advocate	1093, 1123	— v. Edmunds	976, 978
Edison and Swan Electric Co.		— v. Edwards (10 Ha. lxiii.)	1262
— v. Holland	21, 22, 60, 220, [548], 568, 736, 738	— v. Edwards (28 July, 1856, A. 1589)	[352]
Edison and Swan Electric Co. v. Woodhouse	552	— v. Edwards (2 Ch. D. 291)	655, 1676
Edison Telephone Co. v. India Rubber, &c. Co.	[559], 560	— v. Foley (L.)	289
Edmeade, <i>Re</i>	2046	— v. Gray	1065
Edmonds' Patent	[1987], 1989	— v. Griffiths	[1244]
Edmonds, <i>Exp.</i> , <i>Re</i> Atkins	1200	— v. Hall [1084], 1134, 1141, 1142, 1143, 1144, 1145	
—, <i>Re</i> Edmonds v. Gran-ger	[1244, 1321]	— v. Hope	228, 933
— v. Benbow	539	— v. James	1222
— v. Blaina Furnaces Co.	1681	— v. Jones	759
— v. Edmonds, <i>Re</i> Flower	1356	— v. Kennedy	890
— v. Foley	67, 68, 69	— v. Lloyd, <i>Re</i> Lloyd	1526
— v. Peake	961	— v. Martin 1583, 1645, 1664, 1668	
— v. Plew	467	— v. McLean	1929
— v. Robinson	169, 986, 1248	— v. McLeay	1927, 1928
Edmondson v. Harrison	421	— v. Morrick	935, 936, 939, 1931
Edmonson v. Keyton	414	— v. Standard Rolling Stock Syndicate	663 <i>Add.</i>
Edmunds v. A. G.	116, 117	— v. Tuck	1392, 1462
— v. Low	1463	— v. Vere	1182
— v. Powell	1057	— v. Warden	980
— v. Robinson	1811	— v. Wickwar	1843, 1854, 1855
— v. Wallingford	1783, 1784	Edwards-Wood v. Baldwin	1154
— v. Waugh	1611	Edwick v. Hawkes	471
Edridge v. Edridge	618	Edwin v. Morris	630
Edward VI.'s Almshouses, <i>Re</i>	2017	Edye, <i>Re</i>	378
Edward Oliver, The.	1742	— v. Addison	1429
— v. Lowther	42	Eede, <i>Re</i>	951
Edwards' Case	1933	Eedes v. Eedes	804
— Policy, <i>Re</i>	772	Egarr v. Egarr	637
Edwards, <i>Exp.</i> (9 Ch. 138)	690	Egerton v. Brownlow	1452
— (7 Q. B. Div. 155)	942	— v. Jones	1854
— (12 Eq. 389)	2033	Egg v. Blaney	1871
—, <i>Re</i> (10 Ch. D. 605)	844	— v. Devey	1247
— (9 Ch. 97)	1429	Eggleton v. Newbegin, <i>Re</i> Newbegin	912
— (31 L. R. Ir. 242)	679 <i>Add.</i>	Eglin v. Sanderson	996, 1269
—, Brooke v. Edwards	386, 413, 414	Eglinton v. Lamb	65
—, Lovell v. Edwards	[697]	Egmont's (I.) Settled Estates, <i>Re</i>	1525
—, Owen v. Edwards	[376], 381	Egmont (E. of) v. Smith	1871, 1872, 1875
—, Tollemache	135	Egremont, <i>Re</i>	2013
—, Williams v. Trench	1180, 1182 <i>Add.</i>	— v. Egremont Co.	58
— and Sykes, <i>Re</i>	1879	— v. Thompson	[864]
— v. Abrey	792	Ehrlich v. Ihlee	552, 559, 560
— v. Applebee	1587	Eider, The	18 <i>Add.</i>
— v. Barnard, <i>Re</i> Barnard	1249	Eidsforth v. Armstead	1298
— v. Bingham	1440, 1441	Eisdale v. Hammersley	1467
— v. Carter	837 <i>Add.</i>	Eland v. Eland	1297
— v. Cheyne	777	— v. Medland, <i>Re</i> Medland	264, 276, 734, 975, 1248
— v. Cunliffe	1649		

	PAGE		PAGE
Elborne v. Goode . . .	1266, 1268	Ellis v. Silber . . .	1954
Elder v. Carter . . .	63, 77	— v. Stewart . . .	741
— v. Maclean . . .	422	— v. Wilmot . . .	1790
Elderfield v. Goodall . . .	911	Ellison's Estate, <i>Re</i> . . .	2046
Elderton, <i>Re</i> . . .	884, 885	Ellison, <i>Exp.</i> . . .	787, 1056
Eldon (Earl of) v. Eden . . .	[1061]	—, <i>Re</i> . . .	1081
Eldridge, <i>Re</i> . . .	241	— v. Airey . . .	1204
— v. Burgess . . .	103	— v. Cookson . . .	1021
Electric Tel. Co., <i>Re</i> . . .	278	— v. Ellison 1427, 1429, 1842	
Eley, <i>Re</i> . . .	237, 248, 269	— v. Thomas . . .	726, 1460
Elham Valley Ry. Co., <i>Re</i> , Dickson's Case . . .	724	— v. Wright . . .	1617
Elias v. Snowdon Slate Quarries Co. . .	479, 1480, 1641	Elmer v. Creasy 69, 78, 1634, 1637	
Elibank (L.) v. Montolieu . . .	801	Elmhirst v. Spencer . . .	524
Elisha v. Elisha 1603, 1640, [1728]		Elmore, <i>Re</i> . . .	1009
Elkin v. Clark . . .	78	— v. Perrie . . .	1848
Elkington v. Hurter . . .	1924	Elmsley v. Young . . .	1327
Ellam v. Ellam . . .	97	Elmslie, <i>Re</i> (12 Beav. 538) . . .	235
Ellerthorpe, <i>Re</i> . . .	1041	— (16 Eq. 326) . . .	237
Ellice v. Goodson 1174, 1184, 1192, [1215], 1238		— v. Boursier . . .	550
Ellick v. Cox, <i>Re</i> Chapman . . .	1328	Elphinstone v. Monkland Iron and Coal Co. . .	469, 1843
Ellington v. Clark . . .	224, 571, 735	Elrington v. Elrington . . .	793, 1262
Elliot's Trusts, <i>Re</i> . . .	1016	Elsas v. Williams . . .	112
Elliot, Goods of . . .	782	Else v. Else . . .	294, 308, 312, 1855
—, <i>Re</i> . . .	1015	Elsey v. Cox . . .	1957
— v. Halmarack . . .	407	— v. Lutyens . . .	1753
— v. Merriman . . .	1296	Elsom, <i>Re</i> , Thomas v. Elsom . . .	725, 822, 826
— v. Remington . . .	793	Elston v. Jarvis . . .	[1626]
— v. Rokeby (L.) . . .	737	Elton, <i>Re</i> . . .	932
Elliott, <i>Re</i> . . .	2082	— v. Curteis . . .	1609, 1657
—, Elliott v. Johnson . . .	1142	— v. Elton . . .	1450, 1558, 1570
—, Middleton v. Pollock . . .	1012	Elve v. Boyton . . .	1003
— v. Cordell . . .	803	Elvy v. Norwood 1221, 1611, 1758	
— v. Dearsley . . .	1295	Elwell v. Crowther . . .	512
— v. Lambert, <i>Re</i> Calla- ghan . . .	[882], 888	Elwes and Turner, <i>Re</i> . . .	241
— v. Minto (L.) . . .	625	—, <i>Re</i> . . .	1008, 1009
— v. Turner . . .	985	— v. Brigg Gas Co. . .	1683
— v. Turquand . . .	1162, 1163	— v. Elwes . . .	1440
Ellis's Trusts, <i>Re</i> . . .	768	— v. Mawe . . .	1684
—, <i>Re</i> , Kelson v. . .		— v. Payne . . .	459, 460, 519
Ellis . . .	276	Elwon v. Hill . . .	[636]
Ellis, <i>Re</i> . . .	1040, 1052	Elwood v. Christy . . .	568
—, Kelson v. Ellis . . .	1913	Elworthy v. Harvey . . .	276, 1021
— v. Barfield, <i>Re</i> Nortage . . .	1483	— v. Wickstead . . .	788
— v. Barker . . .	1431, 1945	Ely, Dean, & Co. of, <i>Exp.</i> . . .	2012
— v. Dadson . . .	610	— v. Bliss . . .	1220 <i>Add.</i>
— v. Desilva . . .	219, 227, 359, 361	Emanuel & Simmonds, <i>Re</i> . . .	267
— v. Eden . . .	[1318]	— Coll., <i>Re</i> . . .	2018
— v. Ellis . . .	967	— v. Bridger . . .	433, 434
— v. Emmanuel . . .	1783	Embossed Metal Plate Co. v. Sausse & Busche . . .	550 <i>Add.</i>
— v. Fleming . . .	694	Emden v. Carte 33, 42, 104, 931, 932, 934	
— v. Griffiths . . .	1650	Emeris v. Woodward 113, 345, 1913	
— v. Johnson, <i>Re</i> Glanvill . . .	750, 751 <i>Add.</i> , 768, 769, 981	Emerson, <i>Re</i> , Planet Bdg. Co. . .	426
— v. Lewis . . .	809	Emery's Trusts 791, 792, 816, 818	
— v. Manch. Carriage Co. . .	494	Emery, <i>Re</i> , <i>Exp.</i> Official Re- ceiver . . .	1674
— v. Maxwell 648, 1259, 1370, 1462		— v. Hill . . .	1094
— v. Munson . . .	35	— v. Wace . . .	790
— v. Robbins . . .	136, 156	Emley v. Davidson, <i>Re</i> Robson, 1138, 1140, 1142	
— v. Rogers . . .	1857, 1858	Emma, The . . .	61

	PAGE		PAGE
Emma Mine, <i>Re</i>	63, 66, 93	Erskine v. Adeane 470, [948], 951,	1840
— <i>Exp.</i> Turner	925	— v. Garthshore	34
— Silver Mining Co. v.		— v. Lawrie	[890]
Grant	105, 323, 326, 990, 1173,	Esdaile, <i>Re</i>	1525
	1234, 1938, 1941	— v. La Nauze	616
Emmet, <i>Re</i> , Emmet v. Emmet	729,	— v. Payne	719, 733
	988, 989	— v. Peacock	1152, 1180
— v. Clarke	1080	— v. Stephenson	1869
Emmett, <i>Re</i> , Emmett v. Emmett	1324	— v. Visser	271, 387, 407
— v. Heyes	360	Eslick, <i>Re</i>	1682
Emmott v. Heyes	224	Espey v. Lake	617, 1946
Emperor v. Rolfe	1461	Espin v. Pemberton 961, 1750, 1751	
Empress Engineering Co., <i>Re</i>	917,	Espley v. Wilkes	509
	1846	Esron v. Nicholas	836
Empringham v. Short	332, 402	Essell v. Hayward	1807
Emslie & Co., <i>Re</i>	235	Essery v. Cowlard	1435
Emuss v. Smith	1293, 1307	Essex v. Daniel	1872, 1875
Endo v. Caleham	1178	— (E.) v. Hatfield and St.	
England, <i>Exp.</i>	845, 856	Albans Ry. Co.	[1688]
— <i>Re</i> , <i>Exp.</i> Pannell	1585	Estate Co., <i>Re</i>	2069
— (Bank of) v. Booth	616	Estcourt v. Escourt Hop Co.	544
— v. Curling	589, [1793],	Esther Lyons, <i>Re</i>	890
	1797, 1833, 1837	Estwick v. Caitland	1956
— v. Downs	996, 1271	Ethel Brown, <i>Re</i>	885
— v. Tredegar (L.) 1909, 1910		Etheridge v. Womersley, <i>Re</i>	
Englefield Colliery Co., <i>Re</i>	1941	Womersley	428, 668, 705, 1201
Englehart v. Ordell	[920]	Etherington v. Wilson	723, 1121,
English's Sett., <i>Re</i>	2041, 2042		1140
English, &c. Ins. Co., <i>Re</i> , <i>Exp.</i>		Eton Coll., <i>Exp.</i>	2037, 2039
Macleur	1173	—, Provost of, <i>Exp.</i>	2042
English & Irish Church & Uni-		Etty v. Bridges	1664
versity Ass. Soc.	1825	— v. Wilson	736
English & Scottish Inv. Tr. v.		European Ass. Co. v. Lee. [384]	
Brunton	1750	— v. Radcliffe,	
English, <i>Re</i>	2044	Re Radcliffe	1204
— v. Baring	[1174], 1178	— Bank, <i>Re</i>	1973
— v. Camberwell Vest. 277, 458		— Central Ry. Co.	1608
— v. Murray	1880	Eustace v. Lloyd	624, 1279
— v. Tottie	82	Evan Evans, <i>Re</i>	274, 1013, 2016
Ennis, <i>Re</i> , Westerton v. Ennis [1243]		— v. Porttreeve &c. of Avon. 76	
Enniskillen & Bundoran Ry.		Evanes v. Hogg	[1877]
Co., <i>Re</i>	2060	Evans' Settlement	2016, 2028
Enniskilt Ry. Co. v. Collum 935 <i>Add.</i>		Evans, <i>Exp.</i> (27 W. R. 712)	658
Ennor v. Barwell	503, [510]	— (11 Eq. 151)	238
Eno v. Dunn	1997	— (19 Mar. 1852)	1031
— v. Tatham	1295	— (7 Ch. 609)	1016
Enohin v. Wylie	1196, 1337	— (30 Beav. 232)	1009
Enthoven v. Cobb	81	—, <i>Re</i> Watkins. 161, 655,	
Entwistle v. Cannon	321	668, 1722, 1723	
— v. Davis	1144, 1145	—, In the goods of	659
— v. Markland	1419	—, <i>Re</i> (13 Ch. D. 252)	667
Eq. Rev. Soc. v. Fuller	1003	— (2 M. & K. 318)	877
Ermen & Boby, <i>Re</i>	2003	— (24 Nov. 1853)	1031
Ernest v. Cutts	1562	—, <i>Exp.</i> Evans	1236
— v. Partridge	259	—, Davies & Caddick	353,
— v. Vivian	482		1812
Errat v. Barlow	853	—, Evans v. Evans	1315
Errington, <i>Re</i>	1356	— v. Noton. 15 <i>Add.</i> ,	
—, Bawtree v. Er-		387 <i>Add.</i> , 407 <i>Add.</i> , 722 <i>Add.</i>	
rington	770	—, Jones v. Evans	[1187]
— v. Ackers	[1456]	—, Welch v. Channell	856,
— v. Met. Dist. Ry. Co.	502		995
Erskine, <i>Re</i>	801		

	PAGE		PAGE
Evans v. Bagshaw	1550	Evezard v. Burke	449
— v. Bear	385, 415	Evitt v. Price	462, 584, 585
— v. Benyon	735, 994	Ewart v. Chubb	785, 793
— v. Bicknell	1748, 1924	— v. Ewart	320, 1430
— v. Bremridge [1781], 1786,	1787	— v. Williams	1156, [1168]
— v. Brown	1203, 1407	Ewer v. Corbet	1296
— v. Carrington	752, 815, 818	Ewin, <i>Re</i>	205, 1335
— v. Cook	93	Ewing, <i>In the Goods of</i>	1336
— v. Coventry	606, 661, 1811	—, <i>Re</i> 1035 <i>Add.</i> , 1052 <i>Add.</i>	
— v. Davies	293 <i>Add.</i>	— v. Ewing	1806, 1817
— v. Debenham, Deben-		— v. Liverpool Bank	614
ham v. Lacey, Smith		— v. Orr-Ewing 118, 1337, 1338	
— v. Whichcord	[702]	— v. Osbaldiston	83
— v. Edmonds	1924	— v. Waite	298
— v. Elliott	1631	Exchange & Hop Warehouses v.	
— v. Evans	1553, 1554	Assoc. of Land Financiers 1581,	1586
— v. Hicks	709	Exchange Bkg. Co., <i>Re</i> , Flit-	
— v. Hughes	593, 1561	croft's Case	981
— v. Kinsey	[1623]	Exchange Bkg. Co., <i>Re</i> , Ram-	
— v. Llewellyn	1931	well's Case	1958
— v. Manchester &c. Ry.		Exeter &c. Ry. v. Buller	602
Co. . . .	514	— (Bp.) v. Marshall	612
— v. Marwell, <i>Re</i> Orme	1285,	— v. Shutte	[582], 585
	1286	— Corp. v. E. Devon	513
— v. Mathias	674	— v. Exeter	1912, 1916
— v. Moore, <i>Re</i> Davis	980,	Exmouth, <i>Re</i> , Exmouth v.	
	1254, 1256	Praed	1355
— v. Nicholson	692, 693	— v. Praed	[1363], 1451,
— v. Noton	387 <i>Add.</i>		1452
— v. Prothero	337	Eynde v. Gould	384
— v. Richard	66	Eyre & Corp. of Leic., <i>Re</i> 356 <i>Add.</i>	
— v. Roberts, <i>Re</i> Roberts	1670	— <i>Re</i> , Eyre v. Eyre	1469
— v. Tweedy	1225	— (4 K. & J. 268). . . .	307
— v. Walker	1355, 1376, 1377	— v. Barrow	408, 946
— v. Ware. 468 <i>Add.</i> , 836 <i>Add.</i> ,	837 <i>Add.</i>	— v. Bartopp	1788
— v. Williams	1201, 1721	— v. Burmester	1754, 1921
— v. Williamson, <i>Re</i> Roose 1367		— v. Cox	1188, 1189
— v. Wills	694	— v. Everett	1789
— v. Wood	[1965], 1968, 1969	— v. Hanson	1649
Evelyn, <i>Exp.</i>	1263, 1328	— v. Harris	1322
— v. Evelyn	33, 120	— v. Hughes	937, 938, 1160,
— v. Lewis	657		1178, 1179, 1623, 1636,
— v. Templar	1961		1639, 1640
Evennett v. Lawrence, <i>Re</i> Law-		— v. Marsden 1267, 1268, 1329,	1462
rence	732, 733	— v. M'Dowell	1703, 1722
Evered v. Evered	817	— v. Rodgers 60 <i>Add.</i> , 75 <i>Add.</i>	
Everett, <i>Re</i>	1013	— v. Shaftsbury (C.)	844, 845,
— v. Everett	1369		900, 1499
— v. Parton	752 <i>Add.</i>	Eyston v. Simonds	1858
— v. Prythergch	661	Eyton, <i>Re</i> , Bartlett v. Charles	209,
— v. Remington	470 <i>Add.</i>		422
Everitt v. Automatic Weighing		— <i>Exp.</i> Charlesworth 725	
Machine Co. 618 <i>Add.</i> , 1604 <i>Add.</i> ,		— v. Denbigh &c. Ry. 656, 665,	
	[1708] <i>Add.</i> , 1712		[1689]
Everitt v. Everitt	[1432], 1435,	— v. Eyton	1918
	1442	Ezart v. Lister	943
Everley, <i>Re</i>	912		
Evers v. Challis	1355		
Evershed v. Evershed	815		
Everson v. Matthew	1278		
Everton Overseers, <i>Exp.</i>	694		

F.

Fadelle v. Bernard	834
Fagg v. James	[1743], 1755

Table of Cases.

lxxi

	PAGE
Failey, <i>Re, Exp. Clothworkers' Co.</i>	1730
Fairbairn's Engineering Co., <i>Re</i>	2071
Fairbeard v. Bowers	1202
Fairbrother v. England	468 <i>Add.</i>
Fairburn v. Household	131
— v. Pearson	662
Fairchild, <i>Exp.</i>	943
Fairclough v. Marshall	42, 470, 1629
Fairer v. Park	1352, 1366, 1464
Fairhead v. Southes	1842
Fairholme v. Kennedy	660
Fairlie v. Bunbury	1802
Fairthorne, <i>Re.</i>	940
— v. Weston	1797, 1804
Faithfull, <i>Re</i>	924, 1286
— v. Ewen	932
— v. Woodley	155, 1582
Falck v. Axthelm	37
Falcke v. Gray	1835, 1842
— v. Scottish Imperial Insurance Co.	134, 720, 1297, 1639, 1669, 1710
Falconer's Trusts, <i>Re, Bradford v. Young</i>	744
Falkner v. Somerset, &c. Ry.	595, 2009
Fallowes v. Williamson	104
Fallows v. Dillon	136
Falls, <i>Re</i>	249 <i>Add.</i>
Fanchow, <i>The</i>	615
Fane, <i>Re</i>	1213
— v. Fane	1267, 1370, 1380, 1431, [1433], 1456
— v. Sandwich (E.)	1457
Faraday, <i>Re</i>	782
Farbenfabriken vorm. Bayer & Co. v. Bower	1983
Fardell v. Chapman, <i>Re Chapman's Estate</i>	1248
Farden v. Richter	85
Fardon's Vinegar Co., <i>Exp., Re Jones</i>	738
Fardy v. Musto	[1361]
Farebrother v. Prattent	440
— v. Wodehouse	1792
— v. Woodhouse	1603, 1782
Farhall v. Farhall	1296, 1297, 1315
Farina's Case, <i>Re</i>	2002
Farina v. Silverlock	542, 547
Farington, <i>Re</i>	246, 262
— v. Farington	817
Farley, <i>Exp.</i>	1703
— v. Bonham	809
Farman, <i>Re, Farman v. Farman.</i>	1371
—, Farman v. Smith	1217
Farmer v. Dean	295
— v. Mills	1384
Farmers', &c. Co. v. Enkel	1840
Farncombe, <i>Re</i>	1468
Farndell, <i>Re</i>	843
Farnell's Settled Estates, <i>Re</i>	1502
Farnham v. Phillips	1462

	PAGE
Farquhar v. Hadden	1829
— v. Young	1651
Farquharson v. Balfour	67
— v. Floyer [1401],	1407
Farr v. Sheriffe	993
— v. Ward	1181
Farrand v. Yorkshire Banking Co.	1748
Farrands, <i>Re</i>	1192
Farrant v. Blanchford	979
— v. Lovel	1641
Farrar v. Cooper	357, 592
— v. Farrars	623, 1593, 1610
— v. Farrars, Ltd.	1599, 1635, 1931
— v. Lacey, Hartland & Co.	[1576], 1582, 1653, [1868]
Farrell v. Wale	122
Farrer & Champion, <i>Re</i>	1452
— v. Dain	[1130]
— v. Lacy, Hartland & Co.	740, 1617, 1636
Farrington v. Forrester, <i>Re Jones</i>	837 <i>Add.</i> , 1557 <i>Add.</i> , 1742 <i>Add.</i>
— v. Lee	1165
Farrow, <i>Re</i>	1997, 1998
— v. Austin	723, 992
— v. Smith	759
Faulder, <i>Re</i>	1043
Faulkner, <i>Re</i>	269
— & Llewellyn	[1866]
— v. Bolton	1650
— v. Daniel	684, 686, 1192, 1256
— v. Elger	613
Faure Electric Co., <i>Re</i>	605, 606, 607
Favenc v. Bennett	1164
Faversham Char., <i>Re</i>	1112, 2016
— (M. of) v. Ryder	1141
Fawcett v. Fothergill	1603
Fawcett & Holmes, <i>Re</i>	1855, 1880, 1881, [1883]
— v. Laurie	605
— v. Lowther	1602
— v. Neville, Greenlay v. Neville	111, 113
— v. Whitehouse	1172, 1804, 1940
Fawkner v. Watts	853
Fawsitt, <i>Re, Galland v. Burton</i>	3, 7, 729
Fazakerly v. Culshaw	995, 1004
Fear v. Castle	755
Fearnehough v. Fernell	[51]
Fearns v. Young	992, 1376, 1420, 1830
Fearnside v. Flint	1605, 1220, 1256
Fearon v. Atkinson	[1243]
— v. Aylesford (E.)	814, 815
— v. Flinn	360
Feather v. Reg.	531
Featherstone's Trusts, <i>Re</i>	1324, 1369
Featherstone v. Cook	602

	PAGE		PAGE
Featherstonhaugh v. Fenwick .	1809	Fernandes' Executors' Case, <i>Re</i>	
— v. Turner .	1817, 1818	Commercial Bank, &c. .	1196
Feaver v. Williams .	79	Fernie v. Young .	134, 337, 557
Fechter v. Montgomery .	467	Ferns v. Carr .	857, 1218
Fellden v. Slater .	468	Fernyhough v. Naylor .	97
Feistel v. King's Coll. Camb. .	629, 665	Ferrand v. Bradford Corp. .	605, 2006
Felkin v. Herbert .	65, 74, [405], 415, 588	— v. Wilson .	1278
Fell, <i>Exp.</i> , <i>Re</i> Cambrian Mining Co. .	1636	Ferrao's Case .	222
—, <i>Re</i> .	[881]	Ferrers v. Ferrers .	1379
— v. Biddolph .	1324, 1353	— (E.) v. Stafford and Uttoxeter Ry. Co. .	1904
— v. Jackson .	[828]	Ferris v. Mullins .	1703
Fellow's Settlement, <i>Re</i> .	1055	Festing v. Taylor .	1378
Fellow v. Gwydyr (L.) .	1928	Fewings, <i>Exp.</i> , <i>Re</i> Sneyd .	1181, 1608
Fellows v. Barrett .	824	Ffrench's Estate, <i>Re</i> .	966, 1747
— v. Mitchell .	962	Fiddey, <i>Re</i> , Jones v. Frost .	932
— v. Thornton .	373, 434	—, Hennich v. Sutton .	934
— v. Wood .	468 <i>Add.</i>	Field, <i>Exp.</i> .	619
Fells v. Read .	1835	—, <i>Re</i> .	267, 1043
Felstead v. Gray .	132, 1247	— v. Bennett .	16
Feltham, <i>Re</i> .	1015	— v. Brown .	870, 900, 901, 902
Felthouse, <i>Re</i> .	138	— v. Carnarvon, &c. Ry. .	594, 603, 2035
Female, &c. Asylum v. Waterlow .	1846	— v. Dracup, <i>Re</i> Dracup .	1251
Fendall v. Nash .	853	— v. Evans .	767
— v. O'Connell .	65	— v. Hopkins 263, 945, 1588, 1617	
Fenn v. Edmonds .	440	— v. Lewis .	537
Fenner v. Bedford .	458	— v. Lydall, <i>Re</i> Tillett .	938, 1320
— v. Taylor .	802	— v. Moore .	868, 902, 1444
— v. Wilson .	455 <i>Add.</i>	— v. Peckett .	1351
Fennessy v. Clark .	77, 78, 545	— v. Seward .	1265, 1352
— v. Day .	226, 545	— v. Titmuss .	1216
— v. Rabbits .	326	— v. White, <i>Re</i> Rowson .	1287
Fentiman v. Fentiman .	[850]	Fielden v. Buenos Ayres Ry. Co. .	943
Fenton v. Blythe .	1678	— v. Slater .	470
— v. Fenton .	[51]	Fielder v. Higginson .	304
— v. Hughes .	76	Fielding v. Iverton .	1369
— v. Livingstone .	1387	— v. Preston .	1407
— v. Lowther .	396	Filder v. L. B. & S. C. Ry. .	602
— v. Queen's &c. Co. .	82, 915	Financial Corp., <i>Exp.</i> .	432, 2068
— v. Wills .	1268, 1406	Finch's Estate, <i>Re</i> .	2041
Fenwick v. Bulman .	1853, 1872	Finch, <i>Re</i> (16 Beav. 585) .	248, 1217
— v. Clarke .	967, 1397	— (14 W. R. 472) .	2016
— v. E. Lond. Ry. .	526	—, Finch v. Finch .	1216
— v. Greenwell .	960	— & Juke's Agreement, <i>Re</i>	
— v. Potts .	1703	[1780], 1787, 1788, 1885	
— v. Reed .	1772	— v. Brown .	1637
Fenwicke v. Clarke .	964	— v. Finch .	84
Ferguson, <i>Re</i> .	1015	— v. G. W. Ry. Co. .	508
—, <i>Exp.</i> N. British Ry. Co. .	[2034]	— v. Goutiere .	[833]
— & Co. to Buckley .	267	— v. Hattersley .	1204
— v. Ferguson .	[170], 170, 385, 990	— v. Prescott .	995, 1297
— v. Gibson 1233, 1285, 1286		— v. Shaw .	1647, 1649, 1650
— v. Tadman .	333, 1871	— v. Underwood .	1847, 1892
— v. Wilson .	1836, 1849	Finck v. L. & S. W. Ry. Co. .	604
Fergusson v. L. B. & S. C. Ry. Co. .	2009	Findlay, <i>Re</i> .	1043, 1051
Fernandes' Executors' Case .	1194	Finlason v. Tatlock .	1326
		Finlay v. Chirney .	104
		— v. Davis .	152
		— v. Howard .	1020
		Finney, <i>Re</i> .	1043
		— v. Hinde .	429
		Finnis to Forbes [1110], 1113, 1114, 2028	

	PAGE		PAGE
Finska Angfartygs Aktiebolaget		Fitzwater v. Waterhouse .	156
v. Brown	227	Fitzwilliam v. Kelly . . .	1368
Firebrace v. Firebrace . .	1335	v. Price	1639
Firkins v. Lowe	48, 72	Flack v. Holm	451
Firmin, <i>Re</i> , London Banking		v. Longmate	1657
Co. v. Firmin	385	Flamank, <i>Exp.</i>	2029
v. Pulham	997	<i>Re</i> , Woods v. Cook . . .	777
Firth, <i>Exp.</i> , <i>Re</i> Cowburn . .	736, 1673	Flanagan v. Flanagan . . .	870
<i>Re</i> , <i>Exp.</i> Schofield	1213	v. G. W. Ry. Co.	1846, 1890, 1892
v. De las Rivas	25 <i>Add.</i>	Flarty v. Odum	433
v. Mid. Ry. Co.	1841, 1869, 1895	Flavel v. Harrison	543
Fish, <i>Re</i> , Bennett v. Bennett .	249	Flavell, <i>Re</i> , Murray v. Flavell .	815, 1376, 1841
<i>Add.</i> , 826 <i>Add.</i> , [874] <i>Add.</i> ,		Fleck, <i>Re</i> , Colston v. Roberts .	1295
998 <i>Add.</i> , 1157 <i>Add.</i> , [1240] <i>Add.</i>		Fleet Market Act, <i>Re</i> . . .	2017
Fishburn v. Hollingshead .	579 <i>Add.</i>	v. Gladish	1556
Fisher's Trusts, <i>Re</i>	772	v. Murton	1163
Fisher, <i>Exp.</i>	1675, 1958	Fleetwood, <i>Re</i> , Sidgreaves v.	
<i>Re</i>	247	Brewer	1353, 1366
& Co. v. Appollinaris . . .	1945	v. Hull	469, 470
v. Baldwin	1162	Flegg v. Prentis	669 <i>Add.</i> , 1722
v. Brierley	1136, 1138, 1264	Fleming v. Buchanan	[1342, 1400], 1407
v. Calvert	140	v. Dollar	33
v. Coffey	341	v. East	316
v. Dooby, <i>Re</i> Dooby	945	v. Hardcastle	267, 864
v. Doody, <i>Re</i> Doody 263 <i>Add.</i> ,		v. Hislop	520
289 <i>Add.</i> , 998 <i>Add.</i> ,		v. Newport Ry. Co.	2006
1615, 1617, 1640		v. Self	1764, 1766, 1767
v. Dowsett	1173	v. Snook	470
v. Fisher	818, 2041	Flemon's Trusts	2014, 2039
v. Hughes	85, 156	Fletcher's Patent, <i>Re</i> . . .	[2000]
v. Jackson	612, 613, 1111	Fletcher, <i>Exp.</i>	1677
v. Keane	593	<i>Re</i> Hart	1585
v. Melles	1795	<i>Re</i> , Gillings v. Fletcher .	1352
v. Owen	74, 84, 1920	v. Ashburner	870
v. Shirley	772, 1429	v. Bealey	454, 460, 527, 530
v. Smith	1711	v. Dodd	678
v. Underwood	712	v. Fletcher	786
Fisk v. A. G.	1091, 1141, [1345]	v. G. W. Ry.	502
v. Norton	1324	v. Green	767, 967, 981
Fitch v. Rochfort	629	v. Moore	[915]
v. Weber	1328	v. Rodgers	457, 625
Fitton v. Macclesfield (E.) .	1919	v. Rylands	514
Fitz v. Iles	468 <i>Add.</i> , 470 <i>Add.</i>	v. Stevenson	1280, 1284, 1422
Fitzgerald's Trustee v. Mellersh	1610	Flewitt v. Walker	1880
Fitzgerald, <i>Re</i>	1327	Flight v. Barton	1891
Saunders v. Boyd	1460	v. Bolland	868, 1842, 1844
v. Chapman	818, 1435	v. Booth	1881
v. Dawson	729	v. Comac	305
v. Fitzgerald	789	Flinn v. Pountain	1755, 1846
Fitzgibbon v. Greer	83	Flint v. Howard	1741 <i>Add.</i> , 1742 <i>Add.</i>
Fitzhardinge (E.) v. Gloucester,		Flintoff v. Haynes	1206, 1220
&c. Canal Co.	2008	Flitcroft's Case	606, 969, 981, 1162
(L.) v. Cobden, <i>Re</i>		Flitcroft, <i>Re</i>	1031, 1053, 1071
Lucan (E.)	1428	Flockton v. Bunning	[985], 989, 1830
Fitzherbert v. Bateman . .	[1497]	v. Peake	70, 260
v. Weld	1204	Flood, <i>Re</i>	769
Fitzpatrick v. Mahony . . .	1176, 1177		
v. McDonald	72 <i>Add.</i>		
Fitzroy v. Harris, <i>Re</i> Harris .	1354		
v. Richmond (D.)	1468		
Fitzsion v. White, <i>Re</i> White .	931, 933		

	PAGE		PAGE
Flood v. Patterson	1223	Ford, <i>Exp.</i>	234, 448, 968
Florence Land Co., <i>Re</i> . . .	1692	—, <i>Re</i> Chappell	1218
— v. Mallinson	219 <i>Add.</i>	—, <i>Re</i> (32 Beav. 621) . . .	785, 803, 804
	723 <i>Add.</i>	— (3 Drew. 324)	1111
Flower, <i>Exp.</i>	2035, 2039	— and Hill, <i>Re</i>	1885
—, <i>Re</i> (27 Ch. D. 592) . . .	917	— v. Ager	1607
— (16 W. R. 749)	237	— v. Bryant	987
— (19 W. R. 578)	241	— v. Chesterfield (E.) . . .	1615, 1617
—, Edmonds v. Ed-		— v. De Pontes	81
—, monds	1356	— v. Dolphin	69
—, Matheson v. Good-		— v. Foster	[537], 542, 543
—, wyn. 1422, 1422 <i>Add.</i>		— v. Met. Dist. Ry. Co. . .	2006
— and Metropolitan Board		— v. Miescke	20, 150
— of Works	963, 1872	— v. Peering	811
— v. Buller	752, 753	— v. Plymouth, &c. Ry. Co. .	2035
— v. Flower	469, 814	— v. Robinson	419
— v. Hartopp	304	— v. Shepherd	17
— v. Leyton Board	532	— v. Stuart	1960
— v. Lloyd 86, 113, [558], 560,		— v. Tenant	78
— [561], 720, 725, 744, 932		— v. Tynte 279, [473], 478, 479,	
— v. L. B. & S. C. Ry. . . .	603	— 481, 1461, 1472	
— v. Sadler	1963	— v. Wastell	1650, 1723
— v. Walker	1362	— v. White	1618, 1619, 1753
Floyd v. Buckland	1840	Forder, <i>Exp.</i>	1931
Floyer v. Bankes	1480	Fordham v. Claggett, <i>Re</i> Clag-	
Fludyer v. Cocker	1869	— gett	732
Fluker, <i>Re</i>	235, 241	— v. Fordham [1498], 1499	
— v. Taylor	1154, 1171	— v. Wallis	1222, [1280,
Flux, <i>Re</i>	241	— 1394]	
Flynn v. Robertson	359	Fore Street Warehouse Co., <i>Re</i>	2069
Foakes v. Webb	79	— v. Durrant	15
Foden v. Finney	800	Foreign and Colonial Trust Co.,	
Foley, <i>Exp.</i>	944	— <i>Re</i>	2075
—, <i>Re</i> Spackman	1956	Fores v. Johnes	581
—, <i>Re</i>	[618]	Forest, <i>Re</i>	[1109]
— v. Burnell	1370	Formby v. Smith	[1074]
— v. Hill	1154, 1155, 1170	Forrer v. Nash	1842, 1858
— v. Wontner	613	Forrest v. Elwes	685
Foligno v. Goldner	1908	— v. Manchester Ry. . . .	602, 606
— v. Martin	1901	— v. Prescott	1293
Foljambe, <i>Re</i>	244	— v. Shore	1650
Follett v. Jeffries	79	— v. Timms	684
— v. Tyrer	764	Forshaw v. Higginson . . .	995, 1020
Follit v. Eddystone Granite		Forster, <i>Re</i>	691
— Quarries	1692 <i>Add.</i>	— v. Abraham 1080, 1857, 1875	
Folsom v. Marsh	576	— v. Davies	260, 1024
Fooks, <i>Re</i>	2036	— v. Davis, <i>Re</i> McRae . . .	705,
— v. Wilts Ry. . . .	484	— 1822	
Food v. Baker	1122	— v. Leigh (L.)	1293
Footnes v. Sturgis	1723	— v. Mackreth	1821
Forbes v. Adams	777	— v. Manch. & Milford	
— v. Eccles. Commrs. . . .	1138,	— Ry. . . .	[674], 1689
— 1146		— v. Patterson	1606
— v. Forbes (2 Cr. & J. 382) . .	205	— v. Ridley	993, 995, 998,
— v. — (Kay, 64)	1334,	— [1313], 1315	
— 1335, 1337		— v. Schlesinger, <i>Re</i> Ben-	
— v. Hardcastle, <i>Re</i> Hollon	1144	— zon	321
— <i>Add.</i>		Forsyth, <i>Re</i>	237, 238, 251, 942
— v. Jackson	1792	— v. Ellice	1157
— v. Lee Conservancy	604	Fortescue v. Fortescue . . .	65
— v. Peacock	1297	Forth v. Slingsby	1607
— v. Steven	205, 1144, 1194,	Fortman v. Hadlow	[1544]
— 1335		Fortune, <i>Re</i>	1015
— v. Tanner	77	Forwood & Co. v. Watney . .	355

	PAGE		PAGE
Forwood v. Goschen	590	Fowler v. Churchill	429
Foss, <i>Exp.</i>	582	— v. Foster	1671
— v. Harbottle	602, 1172	— v. Fowler 924, 1141, [1305],	1440, 1916
Foster, <i>Re</i> (24 Beav. 428).	691	— v. Gard	561
— (2 D. F. & J. 105)	240,	— v. Haynes	656
248, 937		— v. James	1247, 1328
— (8 Ch. D. 598).	262	— v. Monmouth, &c. Co.	258,
— (26 May, 1882)	1074	271	
— (55 L. T. N. S. 479).	1079	— v. Peirse	1665
—, <i>Exp.</i> Dickin	1212	— v. Reynal	136, 970
—, Lloyd v. Case	1422	— v. Roberts	435
— & Gt. W. Ry. Co., <i>Re</i>	219	— v. Scott	1552, 1612
— & Lister's Contracts, <i>Re</i> 777,		— v. Wyatt 1152, 1153, 1179	
1427, 1882, 1885, 1960		Fowlers v. Walker	495
— v. Dawber	1081	Fox and Braithwaite's Case, <i>Re</i>	
— v. Deacon	1871	Northumberland Avenue	
— v. Edwards	152	Hotel Co.	1841, 1846
— v. Elsley	919, 998	—, Walker & Co., <i>Re</i> , <i>Exp.</i>	
— v. Farquhar	219 <i>Add.</i>	Bishop	737, 1182, 1783
— v. Foster (2 Ver. 386)	660	— v. Amhurst	2028, 2029
— v. — (7 July, 1860) 1060		— v. Bearblock	97, 135, 287
— v. — (1 Ch. D. 588) 870,		— v. Buckley	967
1307, 1552		— v. Dellestable	569
— v. — (2 B. C. C. 616) 987		— v. Dolby	978
— v. Handley	1203	— v. Fox	1356
— v. Harvey	97, 1592	— v. Garrett (No. 1)	1286
— v. Hodgson	1165	— v. Hawks	1428, 1748, 1750
— v. Ley	206	— v. Henbury	592
— v. Lumb	[505]	— v. Lownds	1138, 1146
— v. Mackinnon	1922	— v. Mackreth 939, 1924, 1931	
— v. Parker 829, 831, [1066],		— v. Rail. Passengers' Ass.	
1069		Co.	356
— v. Rayner	[243]	— v. Scard	467
— v. Reeves	1977	— v. Suwerkrop	[822]
— v. Smith	1380	— v. Wallis	725
— v. Wheeler	1849	Foxlowe v. Amcoats	1853
Fothergill v. Davies, <i>Re</i> Davis. [89]		Foxon v. Gascoigne	931
— v. Hankey	[13], 1779	Foxton v. Jackson	[301]
— v. Kendrick	655	Foxwell v. Bostock	552
— v. Rowland 466, 1835,		— v. Lewis, <i>Re</i> Lewis	1308
1837		— v. Webster [556], 557, 706	
Foulkes v. Williams, <i>Re</i> Wil-		Fozier v. Andrews	996, 997
liams	1753	Frampton v. Stephens	809
Fountain Livet's Patent	1986	France v. Clark 1663, 1705, 1752,	
Fountaine v. Carmarthen Ry.		1921	
Co.	1693	— v. Cowper	1586
Fourdrin v. Gowdey	1147	— v. France 834, 869, 1568	
Fourth City Mutual Soc. v.		— v. White	1161
Williams	1767	Francis, <i>Exp.</i> , <i>Re</i> Brand	1974
Fowey, <i>Re</i>	1099	— v. Clemow	1351
—, A.-G. v. Gilbert [1086]		— v. Dodsworth	1160
Fowke v. Draycott 790, 791, 804		— v. Francis	965
Fowkes v. Pascoe 1352, 1428, 1462,		— v. Harrison	[1577], 1601,
1464		1737	
Fowle's Settled Estates, <i>Re</i>	1501	— v. Hayward	484
Fowle v. Freeman	1838	— v. Wigzell	1845
Fowler's Trusts, <i>Re</i>	1079	Francke, <i>Re</i> , Drake v. Francke 276	
Fowler, <i>Re</i>	480, 1481	Francklin's Charity, <i>Re</i> 1093, 1094	
—, Fowler v. Odell	648,	Francklyn v. Colhoun	396
661, 1284		Frank Mills Mining Co., <i>Re</i>	1156
— v. Barstow	19, 21	— v. Frank	810
— v. Bayldon	109	— v. Mackay	771
— v. Broad's Patent Night		— v. Mainwaring	332
Light Co.	664 <i>Add.</i>		

	PAGE		PAGE
Frank v. Muzeen, <i>Re</i> Wormald.	769	Freke v. Calmady, <i>Re</i> Hotchkys	1306,
Frankland v. Hampden . . .	1919		1366
— v. Lucas . . .	944	— v. Carbery (L.) . . .	1335
Franklin, <i>Re</i> . . .	1041, 2011	Freme, <i>Re</i> , Freme v. Logan . .	1354
— v. Colhoun . . .	399	— v. Brade . . .	1669
Franklinski v. Ball 1632, 1846, 1892		— v. Clement . . .	1369
Franklyn, <i>Exp.</i> . . .	1281, 2014	French, <i>Re</i> . . .	1009
—, <i>Re</i> . . .	[1030], 1048	—, Miller and Miller, Love v. Hills . . .	34
— v. Masson . . .	678	— v. Baron . . .	1639
— v. McLean . . .	[1816]	— v. Bombernard . . .	1670
Franks, <i>Re</i> , <i>Exp.</i> Gittins 63 <i>Add.</i>		— v. Chichester . . .	1294
— v. Bollam . . .	763, 790	— v. French . . .	1203, 1955
— v. Worth, <i>Re</i> Bridge . . .	276	— v. Hope . . .	1748
Frape, <i>Re</i> , <i>Exp.</i> Perrett 237 <i>Add.</i> , 239 <i>Add.</i> , 249 <i>Add.</i>		— v. Municipal Perm. Bldg. Soc. . . .	362, 1768
Fraser, <i>Re</i> , Yeates v. Fraser . .	1095	Frere v. Winslow, <i>Re</i> Winslow .	967,
— v. Brescia Steam Tram. Co. . . .	222, 223		1397
— v. Burgess . . .	685	Freshfield's Trusts, <i>Re</i> . . .	1749
— v. Cooper . . .	43	Freshney v. Carrick . . .	1676
— v. Cooper, Hall & Co. 25, 108		Freshwater, Yarmouth and Newport Ry. Bill, <i>Exp.</i> [2055]	
— v. Ehrensperger . . .	353	Freston, <i>Re</i> . . .	385, 408, 942, 946
— v. Fraser . . .	1392	Frewen, <i>Re</i> , Frewen v. Frewen	1396
— v. Jones . . .	1749	— v. James . . .	1525
— v. Kershaw . . .	592	— v. Frewen . . .	1307, 1369
— v. Murdock 994, 1255, 1267, 1397		Friedeberg, The . . .	219
— v. Renton, <i>Re</i> Rhodes . . .	1391	Friedheim, <i>Exp.</i> , Mitchell v. Weire . . .	1810
— v. Thomas . . .	1694	Friend v. Solly . . .	259, 260
— v. Thompson . . .	1955	Frinney v. Latchford [1292, 1304]	
— v. Whalley . . .	602, 608	Fripp v. Chard Ry. . . .	650, 663
— v. Witt . . .	1974	Frisby, <i>Re</i> , Allison v. Frisby .	1220,
— v. Wood . . .	1876		1605
Fray v. Drew . . .	1603	— v. Owen, <i>Re</i> Owen 1314 <i>Add.</i> ,	1315
— v. Voules . . .	112	Friswell v. King . . .	922
Fraye v. Jones . . .	1613	Frith and Osborne, <i>Re</i> . . .	1550
— v. Thompson . . .	916	— v. Cameron 862, [1478], 1481	
Frazer v. Jones . . .	1755	— v. Cartland . . .	966
Freake v. Craneheldt 1223, 1225, 1462		— v. Cooke . . .	1656
Frearson v. Loe . . .	550	— v. Forbes . . .	1972
Freason v. Lowe . . .	120	— v. Mid. Ry. Co. . . .	1836
Freeland v. Pearson . . .	304, 1326	— v. Norfolk (D.) . . .	1722
— v. Stansfield . . .	662, 1810	Fritz v. Hobson . 160, 167, 346, 462, 508, 545	
Freeman's Settlements, <i>Re</i> . . .	995	Frodsham v. Frodaham . . .	1053
Freeman, <i>Re</i> . . .	1080	Frost, <i>Re</i> , Frost v. Frost . . .	1356
—, Hamilton v. Thomas . . .	[948]	— v. Brook . . .	58, 60, 78
— v. Butler . . .	69, [1612]	— v. Ward . . .	705, 706, 822, 825
— v. Cooke . . .	1163	Frowde v. Hengler, <i>Re</i> Hengler 1248 <i>Add.</i> , 1422 <i>Add.</i>	
— v. Cox . 175, 183, 962, 978, 1153, 1262		— v. Hughes, <i>Re</i> Hughes. 1422	
— v. Freeman . . .	[678]	— v. Williams . . .	1825
— v. Lomas . . .	1160, 1390	Fruer v. Bouquet . . .	1354
— v. Pennington . 1252, 1730		Frushling v. Schroeder . . .	1182
— v. Pope [1952], 1954, 1955, 1957		Fry v. Capper . . .	1468
— v. Smith . . .	[1647]	— v. Ernest . . .	408
— v. Tatham . . .	86, 332	— v. Fry . . .	959, 961, 1154
Freemantle v. Bankes . . .	1462	— v. Lane . . .	1931
Freemen of Sunderland, <i>Exp.</i> . .	337	— v. Moore . . .	16
Freer, <i>Re</i> , Freer v. Freer . 872, 1368		— v. Noble . . .	808, 809
— v. Clewes . . .	[523]	— v. Tapson . . .	963, 976
— v. Hesse . . .	1857, 1859, 1876	Fryer, <i>Re</i> . . .	962, 964, 986

	PAGE
Fryer v. Morland	207
— v. Boyle, <i>Re</i> Boyle	108, 1189
— v. Ward	1366
— v. Wiseman	92
Fryman's Estate, <i>Re</i> , Fryman	
v. Fryman	1234
Fuente, <i>Re</i>	1996
Fuentes v. Montes	1665, 1666
Fuge v. Fuge	1354
Fuggle v. Bland	652, 668, 669, 754
Fullalove v. Parker	258
Fuller, <i>Exp.</i> , <i>Re</i> Long	922
— v. Earle	429
— v. Green	1233
— v. Redman	1224
— v. Taylor	[454], 459
Fullerton, <i>Exp.</i>	[1498]
— v. Martin	1450
Fullwood v. Fullwood	459, 542
Fulton v. Andrew	337
Furber, <i>Exp.</i>	1608, 1675
— v. Cobb	1679, 1680
— v. Furber	1618
— v. King	16, 62
Furlong and Sheehan <i>Re</i>	1856
— v. Scanlon	222
Furness Ry. Co. v. Cumberland	
Bldg. Soc.	2006
— v. Davis	[217], 225
Furniss v. Mid. Ry.	[595], 2009
Furnival v. Bogle	112
— v. Brooke	827
Furnivall v. Hudson	1673 <i>Add.</i>
Furtado v. Furtado	820
Furze v. Hennet	345, 1279
Fusee Vesta Co. v. Bryant and	
May	564
Fussell v. Dowding	105, 145, 732,
818, 1247	
Futvoye v. Kennard	408, 1055
Fyfe's Case	110
Fyler v. Fyler	943, 964, 977, 979
Fynn's Cases	884
Fynn, <i>Re</i>	843
Fyson, <i>Re</i>	248, 251

G.

G., <i>Re</i>	848, [880]
— v. L.	390, 889, 890
Gabbett v. Cavendish	65, 67, 71
Gabriel, <i>Re</i>	241
Gadd, <i>Re</i> , Eastwood v. Clarke	1005,
1019	
— v. Mayor of Manchester	
550 <i>Add.</i> , 552 <i>Add.</i>	
Gaffee, <i>Re</i>	769
Gaines v. Arabon	130
Gainsborough v. Watcombe	
Terra Cotta Co.	918, 1319, 1856
Gaitskell, <i>Re</i>	234, 873
Galbraith, <i>Re</i>	1004

	PAGE
Gale, <i>Re</i>	1224
—, Blake v. Gale	980, 1223
— v. Abbot	461
— v. Gale	1243, [1322], 1425,
1960, 1961	
— v. Luttrell	1160
— v. Squire	1860
— v. Squirer	1873
Gales, <i>Re</i>	1987
Gall v. Fenwick	1295
Gallagher v. Nugent	753
— v. Ferris	1315
Gallam v. Taylor	1139
Galland, <i>Re</i>	422, 922, 923, 924
— v. Burton, <i>Re</i> Fawsitt	3, 7,
729	
Gallard, <i>Re</i> , <i>Exp.</i> Harris	268
Galliers v. Met. Ry. Co.	2028
Gallop, <i>Re</i>	358
Galloway v. London (Corp. of)	238,
596, 604	
— (No. 2)	746
— v. Mackersey	[1563]
— v. Young	[1834]
Gally, <i>Re</i>	1193
Galmoye v. Cowan	754, 777
Galton v. Emuss	1835
Galwey v. Carleton	[1028]
Gambart v. Sumner	581
Gambier v. Gambier	1337
Games, <i>Exp.</i>	934
—, <i>Re</i> Bamford	1682
— v. Bonnor	1858, [1860]
Gamlen v. Lyon, <i>Re</i> Barrington	482,
504, [1476], 1469, 2029	
Gamston, Rector of, <i>Exp.</i>	1004,
2027, 2040	
Gandee v. Stansfield	76
Gandy v. Gandy	42, 813, 814, 815,
816, 1841	
— v. Macaulay, <i>Re</i> Garnett	276,
1216, 1913, 1915	
Gann v. Gregory	1195, 1196
— v. Johnson	136, 747
Gapp v. Bond	1671
Garbutt v. Fawcus	703
Gard v. Comm. of Sewers	595, 604,
2010	
Gardener v. Ennor	936, 938, 939
— v. Fooks	1841
Gardiner, <i>Re</i>	109, 1077, 1079
—, <i>Exp.</i> Coulson	754, 762
— v. Hardy	156
— v. Jellicoe	1452
— v. Slater	331
— v. Young	1355
Gardner, <i>Re</i> , Long v. Gardner	1264
<i>Add.</i>	
— v. Blane	654, 847
— v. Broadbent	550
— v. Charing Cross Ry.	
Co.	2010
— v. Cowles	[1038], 1043,
1051	

	PAGE		PAGE
Gardner v. Dangerfield . . .	70	Gartside v. Silkstone & Dods-	
— v. Fremantle . . .	593	worth Coll. Co. . .	1691, 1747
— v. Hulme . . .	[103]	Gas Light & Coke Co. v. Towse	1480,
— v. Irvin . . .	65, 66, 79		1891
— v. Jay . . .	130, 325	Gascoyne, <i>Re</i> . . .	844
— v. Lawrence . . .	[1381]	Gaskell, <i>Exp.</i> . . .	1044
— v. L. C. & D. Ry. . .	71, 663,	—, <i>Re</i> . . .	768
	1144, 1692	— v. Bayley . . .	525, 526
—, Grissell's Case	1718,	— v. Chambers . . .	80
	1722	— v. Gaskell . . .	1550
— v. Marshall . . .	804	— v. Holmes . . .	1246
— v. Tapling . . .	156	Gaskill v. Balls . . .	457, 461, 462
— v. Townshend (M.) . .	246	Gaskin v. Balls . . .	1847, 1848
— v. Walsh . . .	1787, 1788	— v. Rogers . . .	1376
Gardner's Trusts, <i>Re</i> . . .	1047	Gaston v. Frankum . . .	1854
Gare, <i>Re</i> . . .	1983	Gataker v. Reynardson . .	1430
Garey v. Whittingham . .	1271	Gates v. Williams . . .	1215
Garfitt v. Allen . . .	1351, 1633	Gateshead, M. of v. Hudspeth,	
Garland, <i>Exp.</i> . . .	994, 1314, 1315	— <i>Re</i> Hewitt . . .	1140
— v. Littlewood . . .	986	Gathercole v. Smith. 665, 1161, 1665	
— v. Mead . . .	1053	Gatling Gun Co., <i>Re</i> . . .	2068
— v. Oram . . .	74	Gatti v. Webster . . .	159
— v. Radcliffe . . .	1918	Gaudet Frères Steamship Co.,	
Garle v. Robinson . . .	76	— <i>Re</i> . . .	113, 345
Garlick v. Jackson . . .	1650	Gaulard & Gibbs, <i>Re</i> , . . .	1989
— v. Leslie . . .	[1243]	— v. Lindsay . . .	564, 565
— v. Locke . . .	670	Gaunt v. Fynney . . .	525, 526
Garling v. Royds . . .	325	— v. Taylor . . .	993, 994, 1232,
Garmeson, <i>Re</i> , Garmeson v.			1265, 1721
Sharrod . . .	[216]	Gavin v. Osborne . . .	280
Garmstone v. Gaunt . . .	833	Gay v. Hancock . . .	85, 416
Garner v. Briggs . . .	1201, 1720	— v. Labouchere . . .	61
— v. Hannyngton . . .	1482	Gayford v. Moffat . . .	508
Garnes, <i>Re</i> , Garnes v. Applin .	837	Gaze, <i>Exp.</i> , <i>Re</i> Lane . . .	1222
	[953]	Geake v. Ross . . .	1182
Garnett's Case . . .	887	Gearns v. Baker . . .	470, 478
Garnett, <i>Re</i> , Gandy v. Macaulay	276,	— v. Smith . . .	[1628]
	1216, 1915	Geary's Trusts, <i>Re</i> . . .	1091
—, Robinson v. Gandy . .	1429, 1915	Geary, <i>Re</i> . . .	1091
—, Orme, & Hargreave,		— v. Newton . . .	543
— <i>Re</i> 1007, 1450, 1511, 1513		Geddis v. Bann Reservoir . .	527, 531
Garnham v. Skipper 345, 1154, 1189,		Gedling Rectory, <i>Re</i> . . .	2043
	1756	Gedye, <i>Re</i> (15 Beav. 254) . .	241, 246
Garrard v. Dinorben (L.). . .	1202	— v. Commrs. of Works . .	1875
— v. Edge 86, 225, 228, 563,			2029
	570	— v. Matson . . .	1600, 1792
— v. Franckel 1914, 1915, 1916		— v. Traill . . .	1320
— v. Meek . . .	1673	Geo, <i>Re</i> , Laming v. Gee . . .	735
Garratt v. Lancefield . . .	1284	— v. Atherton . . .	[670]
— v. Rankin . . .	[1659]	— v. Bell 3, 7, 150, 156, 276, 652	
Garrett v. Banstead Ry. . .	459	— v. Gee . . .	824
— v. Moore . . .	[591, 1801]	— v. Gurney . . .	334
— v. Noble . . .	986, 987, 1314	— v. Liddell . . .	1389
— v. Sal. & D. Ry. . .	598	— v. Mahood . . .	983, 1267, 1271,
— v. Watson . . .	[1765]		1380
Garrod, <i>Re</i> . . .	1077	— v. Pearse . . .	1847
Garrud, <i>Re</i> , <i>Exp.</i> Newitt. . .	1670	— v. Pritchard . . .	585
Garstang Sch., <i>Re</i> . . .	1099	Geldard v. Hornby . . .	1649, 1650
Garth v. Cotton . . .	477, 482	— v. Randall . . .	295
— v. Townsend . . .	1469	Gelderd, <i>Re</i> , Gelderd v. Logan .	1322
Gartside, <i>Re</i> . . .	1078	Gendre v. Kent . . .	1483
— v. Outram . . .	73, 80, 82	General Auction Co. v. Smith .	1691

	PAGE
General Credit & Discount Co.	
<i>v. Glegg</i> . 1214, 1579, 1598, 1640,	
1645, 1662, 1705	
General Credit Co., <i>Re</i>	2075
General Estate Co., <i>Re</i> [212], 933,	
1663	
General Exchange Bk. <i>v.</i>	
Horner	407, 587, 588
General Finance &c. Co. <i>v. Libe-</i>	
rator Bldg. Soc.	320
General Furnishing &c. Co. <i>v.</i>	
Venn	1671
General Horticultural Co., <i>Re,</i>	
<i>Exp. Whitehouse</i>	432
General Horticultural Co., <i>Re</i>	433
General International Agency,	
<i>Re</i>	20
General Prov. Co.	1690
General Service Co-operative	
Co.	704
General Share Trust Co. <i>v. Wet-</i>	
ley Brick &c. Co.	164, 165
General South American Co.,	
<i>Re</i>	1144, [1688], 1690, 1692
General Steam Navigation Co.	
<i>v. Rolt</i>	1788
General Works Co., <i>Re Gill's</i>	
Case	1161
Genese, <i>Re, Exp. District Bk. of</i>	
London	778
<i>Exp. Gilbert</i>	83
<i>v. Lascelles</i>	722
Gent, <i>Re, Gent-Davis v. Harris</i>	
408,	
687	
<i>v. Harrison</i>	481, 482
Gentili, <i>Re</i>	1335
George, <i>Re</i>	857, [1515]
<i>King v. George</i>	1366
<i>v. Clagett</i>	1163
Gepp <i>v. Majendi</i>	1587
Gerard <i>v. Penswick</i>	72
Gerard's (L.) Settled Estates, <i>Re</i>	
1529	
<i>Add.</i>	
Gerhard <i>v. Montague & Co.</i>	442
Germ Milling Co. <i>v. Robinson</i> [562],	
562, 570	
German Mining Co., <i>Re</i>	1811
<i>v. Chapman</i>	471
Gerrard <i>v. Dawes</i>	419, 927, 930
Gertrude, The	699
Gerty <i>v. Mann</i>	247 <i>Add.</i> , 924
Gethin <i>v. Allen</i>	1366
Gething, <i>Re</i>	1982
<i>v. Keighley</i>	1178, 1179
Ghost <i>v. Waller</i>	964
Giacometti <i>v. Prodgers</i>	800, 801
Gianacchi, <i>Re</i>	1992, 2001
Gianelli <i>v. Fox</i>	689
Gibbins <i>v. Strong</i>	150
Gibbins <i>v. Eyden</i>	1295, 1407
<i>v. Howell</i>	675
<i>v. Met. Asylum Bd.</i>	1838
<i>v. N.E. Met. Asylum</i>	
District	1859

	PAGE
Gibbins <i>v. Taylor</i>	964
Gibbon's (John) Trusts, <i>Re</i>	1023
Will, <i>Re</i>	1015
Gibbon <i>v. Campbell, Hoskins v.</i>	
Campbell	[702]
<i>v. Walker</i>	779
Gibbons <i>v. Buckland</i>	380
<i>v. Eyden</i>	1407
<i>v. Fletcher</i>	665
<i>v. Kibbey</i>	788, 789
Gibbes, <i>Exp.</i>	1974
Gibbs <i>v. Cruickshank</i>	1629, 1631
<i>v. Daniel</i> . 743, 745, 939, 1931	
<i>v. David</i>	663
<i>v. Flight</i>	1720
<i>v. Guild</i>	1223
<i>v. Harding</i> . [813], 814, 1833	
<i>v. Haydon</i>	1553
<i>v. Ongier</i>	1742
<i>v. Phillipson</i>	408
<i>v. Sidney</i>	1921, [1922]
Gibert <i>v. Gonard</i>	968
Giblett <i>v. Hobson</i>	1142
Gibney <i>v. Clayton</i>	71, 71 <i>Add.</i>
Gibson, <i>Re</i>	912, 1223
<i>v. Bott</i>	1264, 1418, 1419,
1420	
<i>v. Carruthers</i>	1974
<i>v. D'Esté</i>	1928
<i>v. Evans</i>	74
<i>v. Fisher</i>	1344
<i>v. Gibson</i> . 809, 1396, 1413	
<i>v. Hammersmith Ry.</i>	
Co.	2010, 2035
<i>v. Ingo</i>	918
<i>v. Jeyes</i>	939, 1931, 1946
<i>v. Kinven</i>	144
<i>v. Lee</i>	651
<i>v. May</i>	922
<i>v. Montfort (L.)</i> . 638, 1292,	
1410	
<i>v. Seagrim</i>	1742
<i>v. Styles</i>	[1291]
<i>v. Way, Re Currey</i> 768, 1430	
<i>v. Wellesley</i>	1639
<i>v. Woollard</i>	293
Giffard, <i>Exp.</i>	1785
<i>v. Hort</i>	726
<i>v. Williams</i>	1551
<i>v. Wolverhampton</i>	
(Corp. of)	[696]
Gilbert, <i>Exp., In re Genese</i>	83
<i>Re, Gilbert v. Hudle-</i>	
stone	724
<i>v. Aviolet</i>	1306
<i>v. Comedy Opera Co.</i>	92
<i>v. Cooper</i>	943
<i>v. Deneley</i>	654
<i>v. Endean</i> 97, 113, 134, 141,	
185, 369, 736, 1913	
<i>v. Guignon</i>	257
<i>v. Lewis</i>	759
<i>v. Overton</i>	1428
<i>v. Russell</i>	160, 315

	PAGE		PAGE
Gilbert v. Smith [89], 157, 317, 729, 1538, [1544], 1554, 1556		Glanvill, <i>Re</i> , Ellis v. Johnson . 750, 751 <i>Add.</i> , 768, 769, 981	
— v. Whitfield 1469		Glasbrook v. Richardson . 1845, 1847	
Gilchrist, <i>Exp.</i> , <i>Re</i> Armstrong 774		Glascodine, <i>Re</i> 248	
— v. Cator 803, 804		Glascott v. Lang 629	
— v. Herbert 140, 1425		Glasgow (Provost of) v. Farie . 502	
Giles, <i>Re</i> 1012, 1016, 1112, 1268		Glaser v. Rolls . 167, 265, 735, 1924, 1934	
—, <i>Re</i> , Real and Personal Advance Co. v. Mitchell 276, 724, 1249, 1582, 1751		Glasson, <i>Re</i> , Glasson v. Glasson 317 <i>Add.</i>	
— v. Hart 463, 467		Glazbrook v. Gillatt 339, 420	
— v. L. C. & D. Ry. . 595, 2010, 2035		Gleadon v. Leatham 1378	
— v. Nuttall 663		Gleaves v. Marriner 1217	
— v. Pressey 957		— v. Paine 778, 779, 796	
— v. Walker 524		Gledhill v. Hunter 8, 1249, 1551	
Gill, <i>Re</i> 1048, 1054, 1055		Gledstane, <i>Re</i> 184	
— v. Continental Gas Co. 429		Gledstones, <i>Re</i> , Gledstones v. Croydon [1228]	
— v. Dickenson 502, 503		Gledstone, <i>Re</i> 1012	
— v. Downing . 1297, 1639, 1669		Gloeson v. Byrne 808	
— v. Eyton 1612		Glen v. Gregg 1111	
— v. Newton 622		Glencross v. Pulman [1623], 1640	
— v. Woodfin 150		Glengall v. Barnard 1417	
Gillebrand, <i>Exp.</i> 337		— v. Fraser 65	
Gillespie, <i>Re</i> , <i>Exp.</i> Reid & Co. 1162, 1234		Glenister v. Harding, <i>Re</i> Turner 137	
— — — — — Robarts . 1218, 1235		Glenny and Hartley, <i>Re</i> 1021	
— — — — — v. Alexander 1219, 1394, 1396		— v. Smith 546, 592	
Gillett, <i>Exp.</i> 2088		Glenorchy (L.) v. Bosville . 1450	
—, <i>Re</i> 1078		Glenton, <i>Re</i> 1856	
— v. Gane 1325		Gloag & Miller, <i>Re</i> 1854, 1858, 1880	
— v. Thornton . 355, 1799, 1811		Globe & Co., <i>Re</i> 730	
Gilliat v. Gilliat 293		— Insee. Co. 1690	
Gilliatt v. Gilliatt 1844		— Iron and Steel Co. 1690	
Gillibrand v. Goold 1461		Glossop v. Harrison 680	
Gilliland v. Crawford 1480		— v. Heston & Co. Local Board 92, 532	
— v. Newton [1058], 1069		Gloucester Char., <i>Re</i> 1100, 1101, 1102	
Gillings v. Fletcher, <i>Re</i> Fletcher 1352		— (Corp. of) v. Wood . 744, 1268	
Gillis v. Gillis 1335		— (Dean of), <i>Exp.</i> 2032	
Gillot v. Ker 430		Gloucestershire Banking Co. v. Phillips 131, 753	
Gillott v. Ker 157		Glover v. Giles 1766, 1923	
Gill's Case 1161		— v. Greenbank Alkali Co. 720	
Gills, <i>Re</i> 887		— v. Hall 75	
Gilpin v. Cohen 408		— v. Hartcup 1463	
Gilroy v. Bowey 1680		— v. Heelis 1306	
— v. Stephen [955], 988		— v. Reynolds 441	
Ginesi v. Cooper 592		Glyn, <i>Exp.</i> , Aberdare Ry. Co. [2034]	
Giraud, <i>Re</i> 1081		—, Mills & Co. v. E. & W. India Docks Co. 1845, 1974	
Girdham v. Clegg [1594]		— v. Caulfield 69, 78, 80	
Girdlestone v. Creed . 1136, 1142		— v. Duesbury 442	
— v. Lavender 1593		Glynn v. Houston 1919	
Gisborne v. Gisborne . 856, 1006		— v. Locke 438, 440, 444	
Gist, <i>Re</i> 872		Godard v. Gray 1337	
Gittins, <i>Exp.</i> , <i>Re</i> Franks . 63 <i>Add.</i>		Godber v. Lawrie 788	
Gladdon v. Stoneman 661		Goddard v. Jeffreys . . 1843, 1844	
Gladstone v. Gladstone . 817, 818		— v. Thompson 698, 745	
Gladwin v. Gladwin [107]		— v. Whyte 1790, 1792	
Glamorganshire Bank, <i>Re</i> , Morgan's Case 71		Godden, <i>Re</i> , Teague v. Fox . 1422	
Glannibanta, The 726		— v. Corsten 37	
Glanvill, <i>Re</i> 433		Godfrey's Trusts, <i>Re</i> 1053	
		Godfrey, <i>Re</i> 252	

	PAGE
Godfrey v. Brennan, <i>Re</i> Steele .	1041
— v. Bryan, <i>Re</i> Bryan .	800
— v. Burkill, <i>Re</i> Burkill [398]	
— v. Falkner .	975, 1049
— v. Harben, <i>Re</i> Harvey's Estate .	1408
— v. Littell .	1574
— v. Poole .	1722, 1955, 1961
— v. Tucker .	1719
— v. Watson .	1616, 1639, 1723
Godkin v. Murphy .	1323
Godlee v. James .	[1760]
Godsman v. Natrass .	[1331]
Godson v. Higginson .	[1849]
— v. Scott Russell .	[1589]
Goe, <i>Re</i> .	2043
Goel v. Rowney .	41 <i>Add.</i>
Gold, <i>Re</i> .	251, 726, 727
— and Norton, <i>Re</i> .	1869, 1870
— v. Turner .	693
Goldberg, <i>Exp.</i> .	909 <i>Add.</i>
Golden v. Gillam, <i>Re</i> Johnson .	1955
Golder v. Golder .	701
Goldicutt v. Townsend .	1427
Golding, Davis & Co., <i>Exp.</i> , <i>Re</i> Knight .	1974
— v. Wharton & Co. .	725, 726
Goldney v. Bower .	962
— v. Crabb .	1421
Goldring, <i>Re</i> , Goldring v. Goldring .	[302]
— v. Lancaster, <i>Re</i> Ormston .	225, 1267
Goldschmidt v. Jones .	1969
Goldsmid, <i>Re</i> , <i>Exp.</i> Taylor .	1958
— v. Stonehewer .	1600
— v. The Great Eastern Ry. Co. .	[518], 519
— v. Tunbridge Wells Commrs. .	531, 533, 534, 632
Goldsmith v. Goldsmith .	395, 399
— v. Russell .	1227, 1233, 1957
Goldstrom v. Tallerman .	1679, 1680
Goldsworthy's Case .	884
Goldsworthy v. Crossley .	1193
Gombault, <i>Re</i> .	341
Gompertz v. Gompertz .	[1373]
Gooch's Case .	59, 64, 836
Gooch, <i>Re</i> .	2028, 2040
— v. Haworth .	656
— v. London Banking Association .	607
— v. Marshall .	631
Good, <i>Exp.</i> .	1824
—, <i>Re</i> Lee .	1212
— v. Blewitt .	1189, 1395
Goodacre v. Goodacre .	[1536]
Goodall, <i>Re</i> .	1999
— v. Little .	72, 80
Goodbarne v. Fothergill, <i>Re</i> Harker .	733
Goodchap v. Roberts, <i>Re</i> Roberts .	1181, 1608

	PAGE
Goodchild v. Dougal .	792
— v. Terrett .	1200
Goodden v. Coles .	1600
Goode, <i>Re</i> .	662
— v. Job .	1222, 1607
— v. West .	1013
Goodenough v. Goodenough .	808
Goodfellow v. Prince .	541, 542, 545
Goodhall, <i>Re</i> .	1997
Goodhart v. Hyett .	219, 512
Goodier v. Edmunds .	1306 <i>Add.</i> , 1307
—, <i>Add.</i> , 1356 <i>Add.</i>	
— v. Johnson .	1356
— v. Lake .	1909
Goodman's Trusts, <i>Re</i> .	205, 331, 1336
Goodman v. Blake .	444, 448
— v. Goodman .	1336, 1344
— v. Grierson .	1583
— v. Kine .	460, 480, 1629
— v. Mayor of Saltaash .	517, 1093, 1139, 1140
— v. Robinson .	432
— v. Whitcomb .	662
Goodriche v. Taylor .	1676
Goodright v. Moses .	1961
Goodsman, <i>Re</i> .	1012
Goodson v. Richardson .	461, 462, [483], 486
Goodwin, <i>Re</i> (1 N. R. 46; 8 Jur. N. S. 1173) .	309
— v. Clewley .	1153
— v. Fielding .	959
— v. Gosnell [947, 948] .	951
— v. Gray [1775] .	1783
— v. Lanceman .	[300]
— v. Roberts .	1752
Goold, <i>Re</i> , Goold v. Goold .	106
— v. Teague .	1306, 1367
Goose v. Bedford .	520, [522], 528
Gordon's Settlement, <i>Re</i> .	20
Gordon, <i>Exp.</i> .	1818, 1822
—, <i>Re</i> , Gordon v. Gordon [1333]	
— v. Calvert .	1788
— v. Chelt. Ry. .	459, 629
— v. d'Avernas (Baron) [335]	
— v. Gordon (3 Swa. 478) .	144, 1431
— v. James .	1711, 1748
— v. Jennings .	433
— v. Merricks .	727
— v. Panton .	[1457]
— v. Pym .	1170
— v. Silber .	761
— v. Swan .	1182
— v. Trail .	995
— v. Woods, <i>Re</i> Luxmore .	387
Gore's Patent, <i>Re</i> .	564
Gore v. Knight .	763
— v. Stacpoole .	312
Gore-Langton, <i>Exp.</i> .	2046
—, <i>Re</i> .	341, 2016, 2017, 2041, 2043
Gornall, <i>Re</i> .	845

	PAGE		PAGE
Gorringe v. Irwell Syndicate	1234, 1663	Graham, <i>Exp.</i> , <i>Re</i> Blackburn Bldg. Soc.	1761
— v. Irwell India Rubber Works	1709	—, <i>Re</i>	843
Gort (V.) v. Clark	524	— v. Campbell	455, 456, 460, 723, 738
— v. Rowney	41 <i>Add.</i> , 228	— v. Chapman	1682
Gosling v. Gosling (Joh. 265)	320	— v. Cole [1541, 1542]	1557, 1558
— v. Gosling (V.-C. M. 12 July, 1875, A. 2209)	[1543]	— v. Edge	118, 704
— v. Gosling (M.R. 20 Dec. 1875)	[875]	— v. Graham	817, 1020, 1207
— v. Woolf	1893	— v. Halliday, <i>Re</i> Dunn	[677]
Goslings and Sharpe v. Blake	305	— v. Londonderry	760
— v. Blake	1870	— v. Massey, <i>Re</i> Hawthorne	626, 1338, 1581, 1857
Gosman, <i>Re</i>	1387, 1397	— v. Maxwell	624, 625
Gosnell v. Bishop	123, 222, 347, 455	— v. McCulloch	1809
Gossage's Case, Barnardo v. Ford 720 <i>Add.</i> , 722 <i>Add.</i> , 886 <i>Add.</i>		— v. Needham	1908
Gossett v. Campbell	729	— v. Paternoster	1141
Gossip v. Wright	40, 1583	— v. Wickham	993, 1202
Gotlieb v. Cranah	1669, 1761	Grahame v. Swan	466
Goubaud v. Wallace	578	Grainge, <i>Exp.</i>	2017
Goucher v. Clayton	416	— v. Warner	422
Gough's Trusts, <i>Re</i>	2042, 2043	Grainger, <i>Re</i>	1031
Gough v. Bage	1054	Grand Canal Co. v. M'Namee	481
— v. Bult	1265	<i>Add.</i>	
— v. Everard	1677	Grand Junct. Can. v. Shugar	511
— v. Offley	68	Grane v. Cooper	70
Gould, <i>Re</i> , Official Receiver	1236	Grange, <i>Re</i> , Cooper v. Todd	1080
—	2046	— v. Sturdy, <i>Re</i> Haseldine	1345
— v. Hayes	893	— v. White	791, 1554
— v. Lickorish, <i>Re</i> Bullock	1006	Grant, <i>Exp.</i> , <i>Re</i> Macdonald	1784
Goulder v. Camm	759	— Plumbly	1971
Gouldsmith v. Luntley	1263	—, <i>Re</i>	789, 1192
Goulter v. Pearce	23	—, Wales v. Jefferys	[14]
Goulton v. Lond. & Co.	[599]	—, Walker v. Martineau	1380, 1420
Gourand v. Edison Co.	81	— v. Anderson 15 <i>Add.</i> , 16 <i>Add.</i>	
Gouthwaite v. Gouthwaite	[352]	— v. Banque Franco-Egyptienne	740, 741, 743, 745, 746
— v. Rippon	457	— v. Ellis	1220 <i>Add.</i>
Gover's Case	735, 1938	— v. Grant 777, 895, 1191, 1216, 1325, 1389	
Governesses' Inst. v. Rusbridger	962, 978, 1262	— v. Hoysham, <i>Re</i> Milne	1326
Government Stocks Inv. Co. Ltd. <i>Re</i>	[2074], 2075	— v. Holland	919
Government Stocks Inv. Co. Ltd. (No. 2)	2075	— v. Roy. Ex. Assur. Co.	1161
Gow v. Forster	1830	— v. Yea	1497
Gowan, <i>Re</i> , Gowan v. Gowan	799, 802, 1450	Grason, <i>Re</i> , <i>Exp.</i> Taylor	1825
—, <i>Re</i> , <i>Exp.</i> Barclay	1683	Gratrix v. Chambers	1377, 1383
— v. Broughton	1267, 1406	Gravatt v. Tann, <i>Re</i> Tann	1266
— v. Christie	1843	— v. Tann	825
Gower v. Postmaster-General	469	Graveley v. Winchester	591
— v. Tobitt	368	Gravely v. Barnard	463, 1836
Gowing v. Mowberry	1618	Gravenor, <i>Re</i>	[1497]
Grabowski, <i>Re</i>	1165, 1422	Graves v. Ashford	581
Grace v. Baynton	1060, 1900	— v. Hicks	1447
— v. Newman	579	— v. Wright	1199, 1874
Graffey v. Humpage	1430	Gray, <i>Exp.</i>	949
Grafham v. Turnbull	360	—, <i>Re</i>	860, 915
Grafton v. Watson	223	—, Dresser v. Gray	1369
Graham's Trusts, <i>Re</i>	760, 1011	—, Gray v. Cole	915
		— v. Adamson	1618
		— v. Bell	831

	PAGE		PAGE
Gray v. Campbell	414	Greedy v. Lavender . 226, 804,	1267,
— v. Chiswell	1218		1271
— v. Hopper	712	Green and Balfour, <i>Re</i>	353, 359
— v. Johnston	1296	Green, <i>Re</i> (6 Jur. N. S. 479)	1009
— v. Lewis	602, 970, 1172	— (2 Col. 91)	1021
— v. Mathias	1963	— (10 Ch. 272)	1046
— v. N. East. Ry. Co.	2007	— (2 D. F. & J. 121)	1283
— v. Paull	834	— (1 Eq. 288)	1328
— v. Seckham	1783	—, Baldock v. Green	1293,
— v. Siggers	978, 1417		1379, 1410
— v. Smith . 592, 1831, 1836, 1839		—, Green v. Green	935
— v. Stone	1741 <i>Add.</i>	— v. Badley	986
— v. Webb	[32], 36	— v. Bailey	1910
Grayburn v. Clarkson 978, 1319, 1417		— v. Bennett	131, 330
Graydon, <i>Re</i>	1499	— v. Biggs	1592, [1699]
Grays, <i>Re</i>	847	— v. Briggs	261, 1619
Grayson, <i>Re</i>	1326	— v. Britten	759, 1004, [1128,
Great Australian, &c. Co. v.			1129, 1861, 1863], 1366,
Martin	19		1418
Great Britain Mutual Life Ass.		— v. Busby	1226, 1268
Soc., <i>Re</i>	[364]	— v. Gascoyne	1462
G. E. Ry. v. Goldsmid	519	— v. Green	764, 1349
— v. Turner	968	— v. Humphreys 1165, 1222, 1607	
Great Laxey Mining Co. v.		— v. Ingham	1668
Clague	504	— v. Lucas	1173
Great Luxembourg Ry. v. Mag-		— v. Lyon	762
nay	78, 969, 1172	— v. Marsh	1631, 1672
G. N. Ry. Co., <i>Exp.</i>	2058	— v. Measures	1250
— and Sanderson, <i>Re</i>	296,	— v. Monks	1854
	1858	— v. Moore	158 <i>Add.</i>
— v. Clarence Ry.	462	— v. Otte	801, 804
— v. Manch. Ry. [632], 633		— v. Paterson	1499, 1960
— v. Tahourdin	378, 664	— v. Pertwee	1328
— v. Witham	1842	— v. Pledger	346
Great Ship Co., <i>Re</i>	435	— v. Pulsford	629
G. W. Colliery Co. v. Tucker	73	— v. Sevin	157, [1832, 1847,
G. W. Forest of Dean Coal Co.,			1861], 1876
Carter's Case	944	— v. Smith	1846
G. W. Ins. Co. v. Cunliffe	1157,	— v. —, <i>Re</i> Smith . 1199, 1234	
	1171, 1172, 1182	— v. Weaver	84
G. W. Ry. v. Bennett	501	— v. Wynn	1603, 1790
— v. Birm. &c. Ry.	459	Greene v. Foster . 1584, 1618, 1657	
— v. Rushout	603	— v. Warne	637
— v. Smith	502	— v. West Cheshire Ry.	
— v. Swindon &c. Ry.		Co.	1836, [1895]
— Co.	604, 2010, 2035	Greenfield v. Edwards . 1750, 1787	
— v. Waterford & Li-		— v. Reay	84
merick Ry. Co.	690, 692	Greenhalgh v. Manch. Ry. 459, 484	
G. W. Steamship Co., <i>Re</i>	2072	Greenham v. Child	1674
Great Wheel Polgooth Co., <i>Re</i> 1173,		Greenhill v. Church	359
	1938	— v. N. British, &c. Ins.	
Great Yeldham Glebe, <i>Re</i>	2039	Co.	763 <i>Add.</i> , 837 <i>Add.</i>
Great v. Great	1295	Greening v. Beckford	422
Greathed, <i>Re</i>	685	— v. Bedford	1664
Greaves' Settlement, <i>Re</i>	1367	— v. Reeder	235 <i>Add.</i>
Greaves, <i>Exp.</i>	961, 968	Greenlaw v. King	79
—, <i>Re</i> , Bray v. Tofield . 109,		Greenlay v. Neville, Fawcett v.	
	1189, 1224	Neville	111
— v. E. C. Ry.	570	Greenlees, <i>Re</i>	2002
— v. Hicks	1381	Greenough v. Gaskell	78, 80, 82
— v. Keeno	414	— v. Littler	1582, 1591,
— v. Smith	978		[1699]
— v. Tofield	1753, 1761	— v. McClelland	1789
— v. Wilson	1856	— v. Shorrock	778

Table of Cases.

xcv

	PAGE
Grissell, <i>Re, Exp. Jones</i> . . .	754, 762
— <i>v. Bristowe</i> . . .	1969
Grogan <i>v. L. & Manch. Indus-</i> <i>trial Co.</i> . . .	1923
Groom, <i>Re</i> . . .	1041
Grossmith, <i>Re</i> . . .	1995
Grosvenor (L.) <i>v. Hampstead,</i> <i>&c. Ry.</i> [595], 2009	
— <i>v. Green</i> . . .	1857
— <i>v. Sherratt</i> . . .	1946
— <i>v. The Sutton (Surrey)</i> <i>Local Bd.</i> . . .	[507]
Grote <i>v. Bing</i> . . .	652
Groux Soap Co. <i>v. Hayward</i> [1168]	
Grove <i>v. Comyn</i> [834], 869, 1542, 1554, 1568	
— <i>v. Johnston</i> . . .	1788
— <i>v. Salisbury (E.)</i> . . .	1463
— <i>v. Sansom</i> . . .	234, 241
— <i>v. Snowden</i> . . .	[823]
— <i>v. Young</i> . . .	95
Grover <i>v. Hugell</i> . . .	939
Groves' Settled Estates, <i>Re</i> . . .	1502
— <i>Trusts, Re</i> . . .	805
Groves <i>v. Clarke</i> . . .	801
— <i>v. Groves (Kay, xix.)</i> . . .	70, 71, 81
— (12 W. R. 45)	1392
— <i>v. Lane</i> . . .	1196
— <i>v. Loomes</i> . . .	1855
Grugeon <i>v. Gerrard</i> . . .	1583
Gruggen <i>v. Cochranee</i> . . .	1205, 1206
Grundy, Kershaw & Co., <i>Re</i> . . .	241, 251, 252
— <i>v. Buckeridge</i> . . .	1061
Grylls, <i>Re</i> . . .	1327
— <i>v. Grylls</i> . . .	1806
Guardian Bldg. Soc., <i>Re</i> . . .	1769
— <i>Fire v. Guardian and</i> <i>General</i> . . .	546
Guardner <i>v. Boucher</i> . . .	1637, 1645
Gudin <i>v. Gudin</i> . . .	[376]
Gue, <i>Re</i> . . .	1326
—, <i>Smith v. Gue</i> . . .	1327
Guerrier, <i>Re, Exp. Leslie.</i> . . .	1218
Guest <i>v. Cowbridge Ry. Co.</i> . . .	1719, 1722
— <i>v. Smythe</i> . . .	295, 939
Guibert, <i>Re</i> . . .	1080
Guidici <i>v. Kinton</i> . . .	987
Guilden Sutton, R. of, <i>Exp.</i> [2038], 2039, 2042	
Guilfoyle <i>v. Hutchinson</i> . . .	93
Guinness <i>v. Land Corp. of Ireland</i> . . .	605
Gullick <i>v. Tremlett</i> . . .	521, 526
Gullin <i>v. Gullin</i> . . .	357, 788
Gumbrecht <i>v. Parry</i> . . .	73
Gumm <i>v. Hallett</i> . . .	357
Gunn, <i>In the goods of</i> . . .	1194
— <i>v. Bolckow, Vaughan &</i> <i>Co.</i> . . .	1973
— <i>v. Savill</i> . . .	[1057], 1069
Gunnell <i>v. Whitear</i> . . .	1012, 1016
Gunson <i>v. Simpson</i> . . .	1055

	PAGE
Gunstone <i>v. East Gloucester-</i> <i>shire Ry. Co.</i> . . .	[1849]
Gunter <i>v. Gunter</i> . . .	1293
Gurden <i>v. Badcock</i> . . .	657, 680
Gurly <i>v. Gurly</i> . . .	809
Gurnell <i>v. Gardner</i> . . .	1709
Gurney, <i>Re, Mason v. Mercer</i> . . .	981
— <i>v. Clare, Re Worrall</i> . . .	1548
— <i>v. Duckett</i> . . .	1690
— <i>v. Gurney</i> . . .	1353
— <i>v. Jackson</i> . . .	1618
— <i>v. Seppings</i> . . .	1734
— <i>v. Small</i> . . .	150 Add.
Gustaf, <i>The</i> . . .	933
Guthrie <i>v. Walrond</i> 1197, 1366, 1367	
Gutierrez, <i>Exp.</i> . . .	388
Guy <i>v. Churchill</i> . . .	105, 932
Gwatkin <i>v. Bird</i> . . .	659
Gwyer <i>v. Peterson</i> . . .	705
Gwynn <i>v. Gwynn, Re Rains-</i> <i>forth</i> . . .	1166, 1222
— <i>v. Lethbridge</i> . . .	744, 745
— <i>v. Thomas</i> . . .	335
Gwyther <i>v. Allen</i> . . .	1267
Gyett <i>v. Williams</i> . . .	1351
Gyhon, <i>Re, Allen v. Taylor</i> 148, 1189	
Gyles <i>v. Hall</i> . . .	1610
— <i>v. Wilcox</i> . . .	579
Gynn <i>v. Gilbard</i> . . .	788, 843, 902

H.

H., <i>Re</i> . . .	950
H.'s Est., <i>Re, H. v. H.</i> . . .	635, 652
—, <i>Colebourne v. Cole-</i> <i>bourne</i> . . .	458
H. S. Escudier, <i>Re</i> . . .	874 Add.
Haberdashers' Co., <i>Exp.</i> . . .	2028
—, <i>Re L.</i> <i>& B. Ry. Co.</i> 2020, [2022], 2022	
Habergham <i>v. Stansfeld</i> . . .	[1573]
Habershon <i>v. Blurton</i> . . .	1826
— <i>v. Gill</i> . . .	660
Hack <i>v. London Provident Bldg.</i> <i>Soc.</i> . . .	361, 1768
Hackett <i>v. Baiss</i> . . .	[487], 491, 492
Hacking <i>v. Whalley</i> . . .	1555, 1557
Hackney Charity, <i>Re</i> . . .	1115
— <i>Newspaper Co., Re</i> . . .	1690
Haddock <i>v. Haddock</i> [1064, 1546]	
Haddon <i>v. Haddon</i> . . .	815
Hadfield's Cask Co., <i>Re</i> . . .	1182
Hadley <i>v. Lond. &c. Bk.</i> . . .	459
— <i>v. Macdougall</i> . . .	68
Hagan <i>v. Duff</i> . . .	1142
Hagell <i>v. Currie</i> . . .	1262
Hagger <i>v. Payne</i> . . .	1324
Haggin <i>v. Comptoir D'Escompte</i> <i>de Paris</i> . . .	16, 18
Haggitt <i>v. Iniff</i> . . .	98
Haigh, <i>Re (12 Beav. 307)</i> . . .	240

	PAGE		PAGE
Haigh v. Grattan	655	Hall v. Hall (47 L. J. Ch. 680)	307, 380
— v. Haigh. 85, 123, 156, 359		— v. — (8 Ch. 430)	1425, 1435
— v. Jaggar	486	— v. — (1891, P. C. A. 302)	933
— v. Ousey	236	— v. — (1891, 3 Ch. 387)	1367
Haines v. Guthrie	135, 331	— v. Hallett	988
— v. Taylor	524	— v. Heward	1601, 1602, 1603, 1614, 1633, [1728]
Hair, <i>Re</i>	234, 236, 246	— v. Hill	810
Haire v. Lovitt	303	— v. Hurst	1379, [1760], 1761
Hakes v. Hodgkin	1898	— v. Hutchins	1790
Hakewill, <i>Re</i>	884	— v. Jones	845
Haldane v. Eckford. 66, 67, [1330], 1334, 1335		— v. Laver	916, 930
Hale, <i>Exp.</i> , <i>Re</i> London & Provincial Lighting Co.	1935	— v. Liardet	58
—, <i>Re</i>	[766]	— v. Lichfield Brewery Co.	490, 493
— v. Adams	959, 961, 963	— v. L. & N. W. Rail. Co.	62
— v. Boustead	105	— v. Lloyd	961
— v. Hale (4 Beav. 369)	661	— v. Macdonald	1285, 1288
— v. — (3 Ch. D. 643)	1355	— v. May	960
— v. Saloon Omnibus Co.	444, 447, 448, 1676	— v. Old Talargoch Co.	1935
— v. Snelling	157	— v. Palmer	1394, [1962], 1962
— v. Thomas	1723	— v. Paulet	115 <i>Add.</i>
Hales' Estate, <i>Re</i> , Hales v. Cox [1741]		— v. Pritchett	433
Hales v. Cox	1741	— v. Truman, Hanbury & Co.	60, 64, 65
Haley v. Bannister	853, 854	— v. Turner	1179
Halifax J. S. Bank v. Gledhill. 1202, [1953], 1956, 1961		— v. Warren	1834
Halkett v. Emmott	1674	— v. Waterhouse	763, 782
Hall's Estate, <i>Re</i>	807, 808, 2028	Hall-Dare's Contract, <i>Re</i>	313, 1501
Hall, <i>Exp.</i>	379, 1675	Hall-Dare v. Hall-Dare	1440, 1498, 1913
—, <i>Re</i> (17 Jur. 29; 9 Ha. xvi.). 137, 1056		Hallas v. Robinson	1681
— (21 Q. B. D. 137)	554, 564	Hallawell v. Eastwood	1684
— (14 Beav. 115)	1098, 1099	Hallett's Estate, <i>Re</i> , Knatchbull v. Hallett	966, 1164
— (54 L. J. N. S. Ch. 527)	1005	Hallett, <i>Re</i> , Hallett v. Hallett.	1324
— (58 L. T. N. S. 76)	1054	— to Martin	1480
— and Barker, <i>Re</i>	238	— v. Furze	1644, 1646
— and Co., <i>Re</i> A. W.	1749, 1752	— v. Hastings, <i>Re</i> Lady Hastings	752
—, <i>Re</i> , Branston v. Weightman	1325	Halliday's Estates	761, 791, 884
—, <i>Exp.</i> Close	1670, 1671	Halliday, <i>Exp.</i>	1958
—, <i>Re</i> Cooper	1958	— v. Temple	66
—, Hall v. Hall	1351	Halliley v. Henderson	284, 1219
—, <i>Re</i> Wood	456	Halliwell v. Halliwell	874
— v. Austin	1197, 1251	— v. Phillips.	479
— v. Barrows. 542, 544, 593, 1800, 1817		Hallows v. Fernie	257, 260, 1933
— v. Brand	357	Hallyburton, <i>Re</i>	1336
— v. Bromley	1053, 1494, 1853	Halse v. Rumford	1147, 1384
— v. Bushill	1835, 1876	Halsey v. Brotherhood	553
— v. Byron	503, [515], 516, 517	— v. Grant	1880
— v. Colbeck, <i>Re</i> Colbeck	42	— v. Windham	356
— v. Comfort	1631	Halstead Charities, <i>Re</i>	2041
— v. Dawson	1907, 1909, 1910	Halton v. Foster	1327
— v. Ewin	469, 470	Haly v. Barry	428
— v. Fry, <i>Re</i> Heiron's Estate	389	— v. Goodson	615
— v. Hale	1060, 1069	Ham, <i>Re</i>	1268
— v. Hall (12 Beav. 414; 20 Beav. 139; 3 Mac. & G. 79) 589, 662, 1797, 1810		Hambling v. Wallani	8, 724
— v. — (48 L. J. P. D. 57)	123	Hambrook v. Smith.	84

	PAGE
Hamer v. Sharp . . .	1845
— v. Tilsley . . .	752
Hamil v. White . . .	1442
Hamill v. Lilley . . .	745
Hamilton's Windsor Ironworks Co., <i>Re</i> . . .	1691, 1692
Hamilton, <i>Re</i> , <i>Exp.</i> Smith . . .	1164
—, <i>Re</i> . . .	855, 1753
— (D. of), <i>Re</i> . . .	1073
— v. Board . . .	456
— v. Buckmaster . . .	1857
— v. Chainé . . .	1673
— (D.) v. Graham . . .	504
— v. Dallas 1334, 1335, 1338	
— v. Denny . . .	1639
— v. Hamilton . . .	760, 763
— v. Hector 815, [880], 887	
— v. Houghton . . .	1205
— v. James . . .	1430
— v. Lane . . .	943, 945
— v. Marks . . .	419, 440, 442
— v. Merchants' Mar. Ins. Co. . .	365
— v. Nott . . .	65, 80
— v. Smith . . .	1797
— v. Spottiswoode . . .	1113, 1114
— v. Thomas . . .	16, 919
— v. —, <i>Re</i> Free- man . . .	[948]
— v. Watson . . .	1787
Hamlet, <i>Re</i> , Stephen v. Cunn- ingham . . .	1461
Hamley v. Pearson . . .	1441
Hamling v. Elliott, <i>Re</i> Coulton . . .	344
Hamlyn v. Betteley . . .	442, 1673
— v. Ley . . .	400, 402
Hammer v. Flight . . .	142, 339
Hammersley v. De Biel . . .	1425
Hammersmith Ry. Co. v. Brand . . .	2006
Hammett v. Reid . . .	683
Hammond and Waterton, <i>Re</i> . . .	353
— & Co. v. Malcolm, Brunker & Co. . .	1998
— v. Ashburton (L.) . . .	[485]
— v. Hocking . . .	1680
— v. Maber . . .	399, 402
— v. Maundrell . . .	619
— v. Schofield . . .	112
— v. St. Pancras Vest. . .	604
Hamond v. Walker . . .	1262
Hamp v. Robinson . . .	457, 1197, 1277
Hampden v. E. of Buckingham- shire . . .	1511 <i>Add.</i>
— v. Hampden . . .	1918
— v. Wallis . . .	85, 183, 185, 386, 387, 962, 978
— v. Walsh . . .	440, 1218
Hampshire v. Bradley . . .	997
— v. Wickens . . .	1892
Hampson v. Fellows . . .	1630
— v. Price's Pat. Candle Co. . .	607
Hampton v. Hodges . . .	480

	PAGE
Hanbrooke v. Simmons . . .	335
Hanbury, <i>Re</i> . . .	1527
— v. Holgate . . .	972
— v. Hussey . . .	1550, 1566
— v. Kirkland . . .	963
— v. Stickney . . .	[1654]
Hanby, <i>Re</i> . . .	1391
— v. Fisher . . .	1404, 1406
— v. Roberts . . .	1406, 1408
Hance v. Truwhitt . . .	1343
Hancock, <i>Re</i> , Hancock v. Berry 1428, 1605, 1704	
— v. Abbey . . .	1292
— v. A. G. 1585, 1602, [1709]	
— v. Guerin . . .	58
— v. Handcock . . .	776, 1271, 1430
— v. Heaton . . .	1805
— v. Iablache . . .	772
— v. Smith . . .	432, 966, 1164
Hancox v. Spittle . . .	1050
Hancock's Trusts, <i>Re</i> . . .	1343
Handford v. Handford . . .	886
— v. Storie . . .	1190
Handley v. Davis . . .	1016, 1267
— v. Farmer . . .	[1764], 1767
— v. Metcalfe . . .	1255
Hands v. Andrews, <i>Re</i> Smith . . .	378
— <i>Add.</i> , 385 <i>Add.</i> , 386 <i>Add.</i>	
Haney's Trust, <i>Re</i> . . .	1014
Hanfstaegul Art Co. v. Hollo- way . . .	579 <i>Add.</i>
Hankey v. Morley . . .	1012
— v. Wilson . . .	[1654]
Hankin v. Kilburn, <i>Re</i> Tootal 1366, 1384	
— v. Turner, <i>Re</i> Ivory [738], 739, 740, 741	
Hankinson v. Birmingham . . .	37
Hanley v. M'Dermott . . .	1287
— v. Pearson [1438], 1440, 1442	
Hanman v. Riley 1210, 1211, 1601	
Hanner v. Chance . . .	479
Hannaford v. Hannaford . . .	924
Hannay, <i>Re</i> . . .	1992
— v. Barham, <i>Re</i> Barham . . .	992
Hanne v. Watts . . .	310
Hannington v. True, <i>Re</i> Smith 1295	
Hanover (King of) v. Bank of England . . .	[1076], 1079
Hansard v. Hardy . . .	1640, 1657
Hansby v. Llewellyn, <i>Re</i> Over- ton . . .	107 <i>Add.</i>
Hansell v. Hansell . . .	1017
Hansen v. Maddox . . .	444, 723
Hansford, <i>Re</i> . . .	1011
Hanslip v. Kittson . . .	1794
Hanson, <i>Exp.</i> . . .	1161
—, <i>Re</i> (9 Ha. liv.) . . .	1084, 1095
— (37 Ch. D. 112) . . .	1992, 1996
— v. Keating . . .	803
— v. Lake . . .	1876
— v. Reece . . .	934

	PAGE		PAGE
Hanson v. Stubbs, <i>Re</i> Stubbs	1201	Harford v. Lloyd	965
— v. Walker	682, 684	— v. Purrier	1871
Hanwell v. Denton	[1564]	Hargrave v. Hargrave	164, 229, 328, 659, 868
Harben v. Phillips	608	— v. Kettlewell	209
Harbergham v. Stansfeld	1574	Hargreave's Trusts, <i>Re</i> , <i>Exp.</i>	
Harbin v. Darby	996, 998	Mayor of Bradford	2016, 2026
— v. Masterman	1090	Hargreave v. Barton	[1317]
Harbord v. Monk	33, 58	— v. Freeman	542 <i>Add.</i> , 1995
Harbottle v. Pooley	459	Hargreaves, <i>Re</i>	1995
Harbridge v. Wogan	332	—, Dicks v. Hare	1198, 1249
Harbroe v. Combes	870	—, Midgley v. Tat- ley	276, 1249
Harby (R. of), <i>Exp.</i>	2027	— and Thompson, <i>Re.</i>	312, 1846, [1883], 1885
Harcourt v. White	482, 1225	— v. Rothwell	918
Hardaker v. Moorhouse	1020, 1467	— v. Scott	261
Harden v. Glover	641	— v. Wright	[1059]
Hardwicke (E.), <i>Exp.</i>	2040	Hargrove & Co., <i>Exp.</i>	1797
Hardiman, <i>Re</i> , Pragnell v. Bat- ten	[1537], 1538, 1555, 1556	Harrington v. Hoggart	1182
Harding's Estate, <i>Re</i>	1532	Harker, <i>Re</i> , Goodbarne v.	
Harding, <i>Exp.</i>	1676	Fothergill	733
— (14 W. R. 825)	747	— v. Edwards	1969
—, <i>Re</i>	248	Harland v. Garbutt	106
— v. Beckford	[1850]	— v. Mayor of Newcastle	360
— v. Grady	1203	Harle, <i>Re.</i>	237, 248, 262
— v. Harding (4 My. & C.		Harley v. Hunt	227
514)	313	Harlock v. Ashberry	740, 1221, 1222, 1605, 1606
— v. — (17 Q. B. D.		Harloe v. Harloe	1267
442)	439	Harman and Uxbridge Ry. Co.	
— v. — (13 Eq. 493)	1295, 1306	—, <i>Re.</i>	1885
— v. Met. Ry. Co.	1835, 1867, 1873	— v. Richards	1185, 1955
— v. Preece	1788	Harmer v. Harris	991
— v. Sutton	782	— v. Priestley	[1594], 1614
— v. Tingey	621, 629, 632, 1597	Harmood v. Oglander	1406, 1407
— v. Williams	100, 139 <i>Add.</i>	Harms v. Parsons	464, 467
Hardinge v. Glyn	1151	Harnett, <i>Re</i> , Leahy v. O'Grady	1216
Hardisty v. Wells, <i>Re</i> Wells	1342	— v. Baker	1843, 1850, 1854, 1855
Hardman v. Child	1856	— v. Maitland	480
— v. Ellames	75	— v. Vyse	219
Hards v. King	1705	— v. Yielding	1834
Hardwick, <i>Re.</i>	722	Harper, <i>Exp.</i>	2007
—, <i>Exp.</i> Hubbard	1671	—, <i>Re</i> (10 Beav. 284)	237, 249
— v. Sutton	1286	— (20 Eq. 39)	2007
— v. Wright	1156, 1790	— v. Aplin	480, 1629
Hardwicke, <i>Re.</i>	951, 2039	— v. Bird	1556
— v. Vernon	1169, 1180	— v. Brown	[1228]
— v. Wilmot, <i>Re</i> De		— v. Davis	33
Ros	1425, 1430	— v. Hayes	959
Hardwidge, <i>Re.</i>	284, 724	Harpham v. Shacklock	945, 1616, 1747, 1757
Hardy, <i>Re.</i>	2040	Harrald, <i>Re</i> , Wilde v. Walford	228, 933
—, Wells v. Borwick	1384	Harrington, <i>Re.</i>	[2031]
— v. Fotherstonhaugh	329	— v. Churchward	1155
— v. Fothergill	1235	— v. Du Chatel	1963
— v. Hull [214], 226, 993, 1271		— v. Harrington	744, 745, 1370, 1451
— v. Williams	138	— v. Vict. Graving Dock	1172
Hare v. L. & N. W. Ry.	603, 606, 609		
— v. Niblett	123		
— v. Rose	1217, 1233, 1266, 1279		
Hares v. Lea	713		
Harford's Trusts, <i>Re.</i>	1071		
Harford, <i>Re.</i>	1079		

Table of Cases.

xcix.

	PAGE
Harriott, <i>Re</i>	685
Harris's Settled Estates	791, 1501
Harris, <i>Exp.</i> (2 Ch. D. 423)	655
— (2 V. & B. 210)	1819
—, <i>Re</i> Gallard	268
—, <i>Re</i>	341, 1223, 1992
—, Fitzroy v. Harris	1354
—, Harris v. Harris	1204
—, Jacson v. Queen Anne's Bounty	1143, 1144
—, Powell and Goodale	267, 269
— v. Aaron	723
— v. Davis	877
— v. De Pinna	493, 736
— v. Elkins	482
— v. Fleming	739
— v. Gamble	34, 130
— v. Gandy	705
— v. Harris (4 Ha. 184)	74
— v. — (10 W. R. 31)	705, 1480, [1488], 1493, 1494
— v. — (35 W. R. 710)	620
— v. — (56 L. J. Ch. 754)	658, 659
— v. — (9 W. R. 444)	1079
— v. — (29 Beav. 107)	976, 1024
— v. — (W. N. 1890)	877, 888
— v. — (11 W. R. 62)	808
— v. — (32 Beav. 333)	1493
— v. — (No. 2)	1398
— v. Howe	1093
— v. Hyem	832
— v. Jenkins	33, 333
— v. Judge	712 <i>Add.</i>
— v. Lewis	345
— v. Lightfoot	825
— v. Mott	764
— v. N. Devon Ry. Co.	1846
— v. Pepperell	1440, [1912], 1914, 1915, 1916
— v. Petherick	219
— v. Rothwell	551
— v. Start	234, 241
— v. Tremenhoe	1947
— v. Truman	968
— v. Tubbs	1960
— v. Wall	837
— v. Warre	33
— v. Watkins	810, 1204
— v. Weston	[1819]
Harrison's Estate, <i>Re</i>	2046, 2047
— Trusts, <i>Re</i> , Harrison v. Harrison	1479
Harrison, <i>Exp.</i> , <i>Re</i> Betts	1630
— Jordan	1705
—, <i>Re</i> (10 Beav. 57)	249, 251
— (28 Ch. D. 220)	479
— (33 Ch. D. 52)	257, 259, 261, 263, 266, 726

	PAGE
Harrison, <i>Re</i> (14 Ch. Div. 19)	1956
— (28 Jan. 1862)	1041, 1042
— (22 L. J. Ch. 69)	1071, 1078, 1195
—, Allen v. Cort	1225
—, <i>Exp.</i> Sheriff of Essex	379 <i>Add.</i>
—, Harrison v. Harrison	[1475]
—, Latimer v. Harrison	1286, 1287, 1387
—, M'Gregor & Co.	1994, 1999, 2002
—, Parry v. Spence	1308
—, Townson v. Harrison	1379, 1420
—, Turner v. Hellard	135, 1195
— v. Abergavenny (Marquis)	142, 593
— v. Anderston Foundry Co.	552
— v. Ashton	[1062, 1067], 1647
— v. Borwell	205
— v. Boydell	679, 687
— v. Brown	1847
— v. Cornwall Minerals Ry. Co.	738, 931, 1691
— v. Duignan	656
— v. Every	[1908]
— v. Francis	[1241]
— v. Good	470, 524
— v. Guest	1931
— v. Gurney	624, 625
— v. Harrison	826, 931, 1143, 1145, 1147, 1294, 1331, 1354
— v. Harrison, <i>Re</i> Little	769
— v. Hart	1663
— v. Jackson	1369
— v. Kennedy	779
— v. Kidd	636
— v. Leutner	223, 347, 1926
— v. Mence, <i>Re</i> Mence	[1898]
— v. Mexican Ry.	608
— v. Nettleship	617
— v. Randall	959
— v. Richards	1320
— v. Rumsey	111
— v. Rutland (D)	509 <i>Add.</i>
— v. St. Etienne Brewery Co.	664 <i>Add.</i>
— v. Seymour	1788
— v. Smith	1068
— v. Southampton	906, 1139
— v. Southwark & Vauxhall Water Co.	525, 526, 527
— v. Tennant	1808
— v. The Cornwall Minerals Co.	318

	PAGE		PAGE
Harrison v. Thexton . . .	967	Harvey v. Beckwith . . .	[1778]
— v. Wearing . . .	263	— v. Bradley . . .	987
— v. Wordroffe . . .	2002	— v. Cooke . . .	1431
Harrold v. Daly . . .	380	— v. Coxwell . . .	1279
— v. Markham . . .	529	— v. Croydon Union . . .	112
Harrop's Estate, Re . . .	870	— v. Dougherty . . .	19
— Trusts, Re . . .	1514, 1526, 2016	— v. Farnie . . .	803, 1337
Harrop v. Hirst . . .	[511]	— v. Hall . . .	386, 407, 629
— v. Wilson . . .	808	— v. Harvey (26 Ch. D. 644) . . .	388
Harry v. Davey . . .	42, 144	— v. — (4 Rep. in Ch. 49) . . .	400
Harryman v. Collins . . .	1613	— v. — (1 Atk. 561) . . .	[811]
Harston v. Tenison, Re Cross . . .	979, 980	— v. — (2 P. Wms. 21) . . .	854
Hart's Case . . .	836	— v. Lovekin . . .	61, 84
Hart, Re, Exp. Caldicott . . .	1212	— v. Morris . . .	184
— Fletcher 1585, 1836, 1837, 1841, 1910		— v. Mount . . .	943
— v. Colley . . .	541, 543, 1995	— v. Municipal Bldg. Soc. 1766, 1767	
— v. Fernandez . . .	1367	— v. Olliver . . .	993
— v. Hart . . .	140, 651, 668, 777, 814, 815	— v. Tebbutt . . .	1613
— v. Herwig [615], 615, [1837],		— v. Wilde . . .	1199
— v. Minshull . . .	1647	Harvie v. S. Dev. Ry. Co. 595, 2009	
— v. Sceptre &c. Co. . .	695	Harwarden v. Dunlop . . .	1193
— v. Swaine . . .	1927, 1928, 1929	Harwood, Re (35 Ch. Div. 470) . . .	873, 1636
— v. Tulk . . .	346, [1339]	— (20 Ch. D. 536) . . .	[1038]
Hartas v. Ribbons . . .	1970	— (55 L. T. N.S. 373) . . .	1081
Harter v. Colman . . .	1737	— v. G. N. Ry. Co. 550 Add.	
Hartford v. Power . . .	759, 761	Haseldine, Re, Grange v. Sturdy 1325	
Hartington (R. of), Exp. . .	2026, 2027	Haselfoot's Estate, Re . . .	1757
Hartland v. Murrell . . .	266, 1204	Haselfoot, Re . . .	1160
Hartley's Trusts, Re . . .	1354	Hasker v. Wood . . .	219
Hartley, Re . . .	252, 1081	Haslam, &c. Co. v. Goodfellow [564], 564	
—, Nuttall v. Whittaker . . .	150, 667 Add.	— Foundry v. Hall . . .	570
—, Stedman v. Dunster . . .	[291], 1354	— v. O'Connor . . .	259
— v. Barber . . .	709	Haslett v. Hutchinson . . .	2000
— v. Blackmore . . .	[23]	Haslewood v. Pope . . .	1408
— v. Burton . . .	997, 1597	Hasluck v. Hasluck . . .	280
— v. Dilke . . .	9	— v. Pedley . . .	1367, 1483
— v. Owen . . .	85	Hassall, Re, Hassall v. Hassall [881]	
— v. Smith . . .	847	Hastie's Trusts, Re . . .	1325
Hartmont v. Foster . . .	444, 723	Hastie v. Hastie 169, 721, 735, 967	
Hartnall, Re . . .	1050, 1052, 1073	Hasties and Crawford, Re . . .	269
Hartopp v. Boothby . . .	[330]	Hastings, Re, Exp. Brown . . .	958
— v. Hartopp . . .	1431	— (Corp. of) v. Ivall . . .	29, 63, 64, 741
— v. Huskisson . . .	1750	— (Lady), Re, Hallett v. Hastings . . .	752, 761
Hartshorne v. Nicholson . . .	1091, 1139	— (L.) v. Beavan . . .	[425], 425, 427
Hartwell v. Chitters . . .	1189	— v. Hane . . .	1328
Harvey's Estate, Re, Godfrey v. Harben . . .	1408	— v. Hurley . . .	20
— Settled Estates, Re . . .	1502	— v. Pearson . . .	1666
Harvey, Exp. . . .	1789	Hatch v. Hatch . . .	868, 1946
—, Re Player . . .	1956	— v. Searles . . .	284, 1218, 1220
—, Re . . .	943, 1049	Hatchard v. Mège . . .	587
—, Exp. Phillips . . .	1957	Hatchell v. Whitmore . . .	895
—, Harvey v. Gillow . . .	1369 Add.	Hatcher, Exp., Re W. of Eng. Bank . . .	755, 847, 1848, 1859
—, Peak v. Savory . . .	1355	Hatfield, Re . . .	2041
—, Wright v. Woods . . .	1266	— v. Minet . . .	1464
— v. Barnard's Inn . . .	1839	— v. Nunn . . .	[1821]

	PAGE		PAGE
Hatherley v. Dunning, <i>Re</i> Dun-		Haycock's Policy, <i>Re</i>	439, 1012
ning	1286	Hayden, <i>Re</i>	[1512]
Hattatt, <i>Re</i>	1080	— v. Kirkpatrick	1757
Hatten v. Russell	307, 1510,	Haydon v. Brown	1670
1511, 1526, 1847, 1848, 1859		Hayes, <i>Re</i>	790, 2023
Hattersley v. E. Shelburne	607	— v. Oatley	1253
Hatton v. Hatton	[1301]	Hayford v. Criddle	1855
— v. Haywood	161, 667, 668,	Haygarth's Trusts, <i>Re</i>	207
1603		Haygarth v. Wearing	1928, 1931
— v. May	1355, 1373, 1377	Hayles' Estate, <i>Re</i>	1100
Hauxwell, <i>Exp.</i>	737	Haylock v. Robotham	1961
—, <i>Re</i> Heming-		Hayman v. Barton	2037
way	1675, 1682	— v. Rugby School	1092
Havelock, <i>Re</i>	340, 1082	Haymen v. Cooper	[709]
— v. Havelock, <i>Re</i> Allan	854,	Haymes v. Cooper	422
856		Hayne v. Cavell	260
Haverfield v. Pyman	66	— v. Laurie & Co.	[1661]
Havergal v. Harrison	1195	Haynes, <i>Re</i> , <i>Exp.</i> Nat. Merc.	
Havers, <i>Re</i> , Havers v. Havers	797	Bank	1672, 1673
Havilland v. Bowerbank	1182	—, Kemp v. Haynes	1350,
Hawes, <i>Re</i> , <i>Exp.</i> Sadler	744	1510	
—, Burchell v. Hawes	1606	— v. Ball	416
—, <i>Add.</i>		— v. Barton	2037
— v. Curtis, <i>Re</i> Curtis	777	— v. Cooper	932
— v. Draeger	331	— v. Haynes (1 Dr. & Sm.	
— v. Paveley	694	426)	870, 1307,
— v. Peake	260	1835	
— v. Prior	1361, [1365]	— v. — (3 Jur. N.S.	
Hawke v. Brear	361	504)	1217, 1658
— v. Hawke	1469	— v. — (3 D. M. & G.	
— v. Holland	640	590)	1377, 1380,
Hawker v. Hallewell	1199, 1218	1382, 1384	
Hawkes v. Hubback	769	— v. — (14 W.R. 361)	1392
Hawkesley v. Bradshaw	33	— v. — (V.-C. W., 22	
— v. Gowan	421	Nov. 1860, A. 218)	[1796]
Hawkesworth v. Chaffey	1839	Hayson, <i>Re</i> , Booth v. Trail	433
Hawkins, <i>Exp.</i>	435	Hayter, <i>Re</i>	996
— v. Allen	1138, 1142	— v. Goode	[1124]
— v. Carr	78	— v. Tucker	1145
— v. Gathercole	657, 665,	Hayton v. Beall	387
688, 1665		Hayward, <i>Exp.</i> , <i>Re</i> Plant	676
— v. Hawkins	1218, 1284,	—, <i>Re</i>	1991
1366		— & Co., <i>Re</i>	1992, 2002
— v. Herbert	1551	— v. Cope	1842
— v. Maltby	1969	— v. East London Water-	
— v. Watts	853	works Co.	458, 601, 607
Hawks v. Fox	1750	— v. Hayward	278, 585, 586,
Hawksley v. Outram	1825, 1835,	587	
1846, [1896]		— v. Lely	578, 579, 580
Hawksworth, <i>Re</i>	792, 967	— v. Mutual Reserve	
— v. Hawksworth	886,	Association	366
888		— v. Pile	1494
Hawley v. Read	58	— v. Pursey	332
— v. Steele	526, 2083	— v. Smith	1548
Haworth, <i>Re</i>	274	Haywood v. Brunswick Soc.	469,
Hawthorn v. Shedden	1253	1891	
Hawthorne, <i>Re</i> , Graham v.		— v. Gregg	1584
Massey	626, 1338, 1581, 1837	— v. Richards	520
Hawtry v. Butlin	1682, 1683	— v. Silber	1892
Hay's Case	1940, 1941	— v. Tidy	763
Hay, <i>Re</i> (an Infant)	848	Hazeldine, <i>Re</i>	1055, 1078, 2031
— v. Bowen	1269	Hazell's Mortgage, <i>Re</i>	[1597]
— v. Swedish & Norwegian		Hazell v. Currie	183
By. Co.	1691	Hazle's Settled Estates, <i>Re</i>	1508

	PAGE		PAGE
Head's Trustees & Macdonald, <i>Re</i>	1204, 1858	Helder, <i>Exp., Re Lewis</i>	1171
Head, <i>Re</i>	1822 <i>Add.</i>	Helen R. Cooper, <i>The</i>	706
— <i>v. Godlee</i>	1431	Hellard <i>v. Moody, Re Ridge</i>	1518, 1531
Headley (L.), <i>Re</i>	[2078], 2080	Hellier, <i>Re</i>	1071
Heald <i>v. Hay</i>	456, 469, 666	Helling <i>v. Hayes</i>	1313
— <i>v. Walls</i>	1843	Hellmann, <i>Re</i>	1338
Heams <i>v. Bance</i>	1757	Helmore <i>v. Smith</i>	378, 379, 407, 657, 1807, 1826
Heap <i>v. Hartley</i>	551, 1984	Helps <i>v. Clayton</i>	835
— <i>v. Marris</i>	34	Helsham <i>v. Barnett</i>	1950
Heard <i>v. Pilley</i>	1840, 1845	Heming, <i>Re</i>	1014, 1015
Hearle <i>v. Greenbank</i>	1264, 1343	Hemings <i>v. Pugh</i>	1170
Hearn <i>v. Tennant</i>	456	Hemingway, <i>Re James v. Dawson</i>	1376
— <i>v. Wells</i>	1293	— <i>v. Braithwaite</i>	776, 777
Heartley <i>v. Nicholson</i>	1428	Hemming, <i>Exp.</i>	249 <i>Add.</i>
Heath <i>v. Barlow</i>	288	Hemmings, <i>Re</i>	1019
— <i>v. Bucknall</i>	495	Hemmingway, <i>Re, Exp. Hauxwell</i>	1675, 1682
— <i>v. Chadwick</i>	1602	Hemp <i>v. Gowland</i>	1223
— <i>v. Crealock</i>	965, 1575, 1584, 1591, 1748, 1755, 1756	Hempstead <i>v. Hempstead</i>	1208
— <i>v. Dodman</i>	[1647]	Hemsworth Sch. & Hosp., <i>Re</i>	1097, 1098
— <i>v. Fisher</i>	292, [1809]	Henderson <i>v. Atkins</i>	980
— <i>v. Henley</i>	1165	— <i>v. Bank of Australia</i>	607, 608
— <i>v. Lake</i>	897	— <i>v. Dodds</i>	1233
— <i>v. Lewis</i>	785, 791, 802	— <i>v. Eason</i>	1039, 1050
— <i>v. Met. Ry. Co.</i>	[1902]	— <i>v. Henderson</i>	626
— <i>v. Nugent</i>	1384	— <i>v. Hudson</i>	1855
— <i>v. Pugh</i>	1605	— <i>v. Jorss</i>	[536], 630
— <i>v. Wallington</i>	530, 534, [632], 633	— <i>v. Kay</i>	1892
Heathcote, <i>Re, Trench v. Heathcote</i>	1265, [1460], 1463, 1469	— <i>v. Lacon</i>	1926, 1932, 1933, 1935
— <i>v. Hulme</i>	[1826], 1830	— <i>v. Maxwell</i>	578, 581
— <i>v. Livesley</i>	447	— <i>v. Rothschild</i>	1170
— <i>v. N. Staf. Ry.</i>	603	— <i>v. Runcorn Soap Co.</i>	556, 561
Heather, <i>Re</i>	236	— <i>v. Underwriting Ass.</i>	67, 1898
Heathfield <i>v. Braby</i>	561	Henderson-Roe <i>v. Hitchens, Re Smith</i>	858, 1255
Heatley <i>v. Newton</i>	284, 724, [1853], 1929	Hendriks <i>v. Montagu</i>	39, 542, 546
— <i>v. Thomas</i>	759	Hendry, <i>Re, Watson v. Blake-ney</i>	[1126], 1136
Heaton's T. M., <i>Re</i>	543, 1995, 1996, 1998	— <i>v. Turner</i>	1808
Hebblethwaite <i>v. Peever</i>	1221	Heneage, <i>Exp. Holland</i>	969
Hecksher <i>v. Crosley</i>	741	— <i>v. Hunloke</i>	1441
Hecla Foundry <i>v. Walker</i>	580	Hengler, <i>Re, Frowde v. Hengler</i>	1248 <i>Add.</i> , 1422 <i>Add.</i>
Hedge's Patent, <i>Re</i>	1998	Henley, <i>Re, Exp. Dixon</i>	1163
Hedgeley, <i>Re, Small v. Hedgeley</i>	753, 772	Hennessy <i>v. Rohmann & Co.</i>	538
Hedges <i>v. Met. Ry.</i>	594	— <i>v. Wright</i>	62, 74, 83
Hedgman, <i>Re, Morley v. Croxon</i>	1143	Henniker <i>v. Chafy</i>	2016, 2037, 2041
Hedley <i>v. Bates</i>	601, 692	— <i>v. Wigg</i>	1164
Heffer <i>v. Martyn</i>	1844	Henning <i>v. Burnet</i>	508
Heighington <i>v. Grant</i>	226, 984, 988, 996, 997, 1178, 1269, 1270, 1638	Henry, <i>Exp.</i>	1981
Heil <i>v. Lazenby</i>	28	— <i>Smith's Char., Re</i>	1120
Heinrich <i>v. Sutton</i>	915, 916, 917, 934, 992	— <i>v. Armstrong</i>	1435, 1915
—, <i>The</i>	932, 933	— <i>v. G. N. Ry.</i>	605
Heiron's Case, <i>Re Met. Bank</i>	62	— <i>v. Laurill</i>	139, [1152]
— <i>Estate, Re, Hall v. Fry</i>	389	— <i>v. Smith</i>	1256, 1611
Heiron <i>v. Hobson</i>	933, 934		

Table of Cases.

ciii

	PAGE
Henry v. Strong, <i>Re</i> Coleman .	1006
— v. Walden .	449
— v. Wyatt .	895
Henshall v. Fereday .	993
Henshaw v. Atkinson .	1086
Hensler, <i>Re</i> , Jones v. Hensler .	1369
Hensloe's Case .	1196
Hensman v. Fryer .	1407
Henthorn v. Fraser .	1839
Henty v. Schroder . [1900],	1901
— v. Wrey .	1461, 1468
Henvell v. Whitaker .	1204
Hepburn, <i>Re</i> , <i>Exp.</i> Smith .	1225
— v. Leather .	1836
— v. Lordan .	524
Heppenstall v. Hose .	1856
Hepworth v. Hepworth .	1464
— v. Heslop 306, 334, 1204,	1208, 1214, 1286, 1287,
	1615
— v. Hill .	1295
H. M. War. Sec. v. Chubb .	455
Herbert's Case .	900
Herbert, <i>Re</i> .	236, 1078
— v. Salisbury & Yeovil	
— Ry. Co. .	1870
— v. Webster .	770, 1356
Hercules, The .	293
Hereford, &c. Ry. Co., <i>Re</i> .	2042
— (Bp.) v. Adams .	1094
— v. Griffin .	580
— v. Ravenhill .	1308
Heriot v. L. C. & D. Ry. Co. .	1905
— v. Nicholas .	[614]
Heritage, <i>Re</i> , <i>Exp.</i> Docker 247, 252	
— v. Paine .	1968, 1970
Herman v. Dunbar .	687
Hermann Loog v. Bean .	462, 586
— v. Hodges 1587, [1694],	1703, 1833, 1836
Herne Bay, &c. Co. <i>Re</i> .	1692
Heron-Maxwell v. Stopford-	
Blair .	[715]
Herrett v. Reynolds .	121
Herring v. Bischoffsheim .	34, 339
— v. Clark 1047, 1055, [1083]	
— v. D. & C. St. Paul's .	483
— v. Miles .	1889
Herron v. Rathmines Coms. .	602
Hersey v. Giblett .	1835
Hertford (M.), <i>Exp.</i> .	619
—, <i>Re</i> .	619
— v. Lobbs .	1563
— v. Lowther .	1264
— v. Suisse .	619
Hervey, <i>Re</i> , Short v. Parratt .	967
— v. Audland .	1202
— v. Smith .	462, 484
Hervey-Bathurst v. Stanley .	1452,
	1461
Heseltine, <i>Re</i> , Woodward v. .	
— Heseltine .	1674
— v. Simmons .	1678, 1680
Healop v. Metcalf .	924

	PAGE
Hester v. Hester .	267, 268
Hetherington, <i>Re</i> .	1023
— v. Brownrigg .	183
— v. Durant .	820, 825
— v. Groome .	1678
— v. Longrigg, <i>Re</i> .	
— Barker's Estate .	1355
Hethersoll v. Moore .	580 <i>Add.</i>
Hetling, <i>Re</i> , Hetling v. Merton	
	1872 <i>Add.</i>
Heugh v. Chamberlain .	33
— v. Garrett .	67, 72, 77
— v. Scard .	996, 1269
Hewer, <i>Re</i> , <i>Exp.</i> Kahen .	1674, 1678
Hewes v. Hewes .	1254
Hewett v. Barr .	8
— v. Foster .	997
— v. Mansell .	640
— v. Mayor of Gateshead	
— v. Hudspeth .	1140
— v. Murray .	640, 654, 669,
	[1717]
Hewison v. Negus .	777, 1427, 1960
Hewit, <i>Re</i> , Lawson v. Duncan .	1338
— v. Nanson .	1592
Hewitson v. Fabre .	19
— v. Sherwin .	46, 270, 271
— v. Todhunter .	109
Hewitt, <i>Exp.</i> Hewitt .	1236
—, <i>Re</i> .	1041, 1049
— v. Looseman .	1749, 1751
— v. Morris .	1419
— v. Nanson .	294
— v. Wright .	1307
Hewson v. L. & S. W. Ry. Co. .	2009
Hext v. Gill .	496, 500, 501, 503
Hey, <i>Re</i> .	1031, 1053
Heyman v. Dubois .	[1740], 1741,
	1782, 1792
— v. Flewker .	1667
Heymann v. European Central	
Ry. Co. .	1926
Heys v. Astley .	1840
Heysham v. Heysham .	854
Heywood v. Harris .	[1405]
— v. Heywood .	1462
— v. Mullalieu .	1843, 1844,
	1855, 1881
— v. Wait .	345, 456
Hiatt v. Hillman .	1706
Hibbert v. Hibbert (3 Mer. 681)	654,
	1797
— v. Rowland .	[1802]
Hibblewhite v. McMorine .	1921
Hichens v. Congreve .	1172, 1940
Hick v. Lockwood .	458, 652
Hickey, <i>Re</i> .	968
—, Hickey v. Colmer .	175,
	385
— and Steward, <i>Re</i> .	269
Hickie & Co.'s Case .	1973
Hickinbotham v. Bisgood .	[1166]
Hickley v. Greenwood .	1677

	PAGE		PAGE
Hickley v. Strangeways, <i>Re</i>		Hill v. Binney . . .	1198
Strangeways . . .	1509	— v. Bonner . . .	110
Hickman v. Machin . . .	1631	— v. Boyle . . .	960
— v. Upsall . . .	1392	— v. Bridges, <i>Re</i> Bridges .	1235, 1408
Hicks, <i>Re</i> , Linton v. Hemery		— v. Bristowe . . .	1685
— . . .	826 <i>Add.</i>	— v. Buckley . . .	[1878], 1879
— v. Bound . . .	[1559]	— v. Campbell . . .	84
— v. Hastings . . .	1573, 1574	— v. Chapman . . .	854
— v. Hicks . . .	661, 680	— v. Cooper . . .	816 <i>Add.</i>
— v. May, <i>Re</i> Metcalfe .	1219	— v. Crook . . .	1325
— v. Ross . . .	1377	— v. Curtis . . .	1198, 1278
— v. Sallitt . . .	1931	— v. Edmonds . . .	778, 779
Hickson v. Darlow . . .	622, 1677	— v. Evans . . .	570
Hiddings v. Denysen . . .	706	— v. Fulbrook . . .	425, 568, 1558
Hiern v. Mill . . .	1750	— v. Grant, <i>Re</i> Dickson .	858
Higgins v. Maber . . .	[1866]	— v. Hart-Davis . . .	34, 62, 65, 225, 457, 586, 587
— v. Samels . . .	1844	— v. Hibbit . . .	135, 670
Higginbotham v. Hawkins .	482	— v. Hill . . .	467, 887
Higginbottom, <i>Re</i> . . .	1022, 1077, 1077 <i>Add.</i>	— v. King . . .	279, 1811
— v. Aynsley . . .	120	— v. Kirkwood . . .	622
— v. Holme . . .	1956	— v. Kirwan . . .	43
Higgins and Hitchman's Contract, <i>Re</i> . . .	609, 1855	— v. Lane . . .	1924
—, <i>Re</i> , Day v. Turnell . . .	1431	— v. Maurice . . .	831
— v. Franks . . .	1618	— v. Mid. Ry. Co. . . .	605, 2035
— v. Hill . . .	1946	— v. Peel . . .	221 <i>Add.</i> , 259, 262
— v. Kirkpatrick . . .	[1853]	— v. Price . . .	[1578]
— v. Sargent . . .	1180	— v. Pritchard . . .	1467
— v. Scott . . .	150, 155	— v. Rimell . . .	345
— v. York Bldg. Co. . .	1633	— v. Rimill . . .	457
Higginson v. Hall . . .	63	— v. Schwarz, <i>Re</i> Parkin .	762
Higgs v. Dorkis 791, [1063, 1535],		— <i>Add.</i> , 782 <i>Add.</i> , 1408, 1845	
— . . .	1554	— v. Sidebottom . . .	1582
— v. Schrader . . .	934	— v. South Staff. Ry. [1151],	1154, 1155, 1156, 1157, 1182
— v. Weaver, <i>Re</i> Weaver .	1236	— v. Spencer . . .	1963
Higham, <i>Re</i> . . .	[251]	— v. Spurgeon, <i>Re</i> Love .	992, 1270
Highgate Archway Co. v. Jeakes . . .	1835	— v. Thompson . . .	550
Highitt v. Dampier . . .	896	— v. Walker . . .	1224, 1287, 1410
Highton v. Treherne . . .	730, 733	— v. Wallasey Local Board	486 <i>Add.</i>
Hilbers v. Parkinson . . .	1430	— v. Wilson . . .	1203
Hildesheim, <i>Re</i> . . .	1825 <i>Add.</i>	— v. Wormsley, <i>Re</i> Wormsley	1295
Hildesheimer v. Dunn . . .	582	Hillary, <i>Re</i> . . .	843
Hildick, <i>Re</i> , Hipkins v. Hipkins	1189	Hilleary v. Taylor . . .	242, 264
Hildyard, <i>Re</i> , <i>Exp.</i> Smith .	1704	Hilliard, <i>Re</i> . . .	1052
— v. South Sea Co. . .	1920	— v. Eiffe . . .	1320
Hiles v. Ager . . .	990	— v. Fulford . . .	1266, [1395], 1397, 1422
— v. Moore . . .	652, 660, 938	— v. Hanson . . .	448, 623
Hill's Case, Victoria, &c. Society	1769	Hillman, <i>Exp.</i> . . .	1960
— Patent . . .	1986	— v. Mayhew . . .	699, 703, 1852
— Trusts, <i>Re</i> . . .	1143, 1145	Hills v. Barclay . . .	1836
Hill, <i>Exp.</i> , <i>Re</i> Bird . . .	1958	— v. Croll . . .	466
— Lane . . .	1677	— v. M'Crae [1819],	1822, 1823
—, <i>Re</i> , Hill v. Hill . . .	1831	— v. Shepherd . . .	1675
— (33 Ch. Div. 266)	257, 934	— v. Spencer . . .	1963
— (L. R. 3 Q. B. 543)	951	— v. Wates . . .	60, 78
— (50 L. J. N.S. Ch. 551)	1420	Hillyard v. Smyth . . .	16
— (11 W. R. 930)	1430	Hilton v. Giraud . . .	1144
— (15 Mar. 1886, A. 889)	[1528]	— v. Granville . . .	459, 502, 629
— (W. N. (74) 228)	1080	— v. Hilton . . .	1005, 1020, 1090, 1247, 1264, 1265
— & Co. v. Hill . . .	468		
— v. Armitage . . .	[1815]		
— v. Bexley (L.) . . .	110		

Table of Cases.

CV

	PAGE		PAGE
Hilton v. Jones	1212	Hoare v. Newland	1640
— v. Tipper 1846, 1858, [1887],	1892	— v. Niblett	754
— v. Tucker	1671	— v. Osborne 1140, 1141, 1253	
— v. Woods	500, 504	— v. Wilson	76
Hincks v. Safety Lighting Co. . .	555	Hoath, <i>Re</i> , Hoath v. Shortlands	
Hind v. Whitmore	824	and Nunhead Ry.	[2023]
Hinde v. Blake	415, 962, 978	Hobart v. Abbot	1733
— v. Morton	104	— v. Butler	916
Hinder v. Streeten	1876	Hobbs v. Hudson	84
Hindle v. Taylor	321	— v. Mid. Ry. Co.	609
Hindmarsh, <i>Re</i>	940	— v. Newton	1748
Hindson v. Weatherill	938, 1947	— v. Wayet 619, 991, 994, 1396	
Hindustan (Bank of), <i>Re</i> , Smith's		Hobday v. Peters 762, 939, 961, 1408	
Case	933	Hobern v. Fowler	408 <i>Add.</i>
Hine v. Campion	1924	Hobhouse v. Holcombe	674
— v. Dodd	1749	Hoblyn v. Hoblyn	1431, 1435
Hine-Haycock v. Hamerton [695]		Hobson's Trusts, <i>Re</i> [2027], 2028	
Hinsley v. Ickeringill, <i>Re</i> Icker-		Hobson, <i>Re</i>	379, 390
ingill	781, 1253, [1846]	—, Walker v. Appach 1421	
Hinton v. Galli	[682], 684	— v. Bass	[1775], 1783
Hiorns v. Holtom 1591, 1613, 1618,		— v. Belt	1663
1654		— v. Blackburn	1146
Hipgrave v. Case	736, 1849	— v. Ferraby	901
Hipkins v. Amery	1750	— v. Loxley, <i>Re</i> Kneeshaw 188	
— v. Birm. Gaslight Co.	533	— v. Neale	205
— v. Hipkins, <i>Re</i> Hildich	1189	— v. Shearwood 674, 930, 1550	
Hipwell v. Hipwell	817	— v. Trevor	1843
— v. Knight	1847	Hoby v. Birch	1161
Hirsch v. Im Thurm	355	— v. Grosvenor Library Co. 547	
— v. Jonas	544, 546, 1992	Hoch v. Boor	355, 366
Hirschfield v. L. B. & S. C. Ry.		Hochkys, <i>Re</i> , Freke v. Calmady 1366	
Co.	1913	Hockaday, <i>Re</i> , <i>Exp.</i> Nelson . 1673,	
Hirst's Mortgage Trusts, <i>Re</i> . . .	1472	1678	
Hirst, <i>Exp.</i>	1705	Hockey v. Evans	447
—, <i>Re</i>	976	Hockley v. Bantoch	944, 987, 1703
— v. Denham	541, 542, 545	Hoddel v. Pugh	1872
— v. Tolson	857, 1218	Hodder v. Ruffin	309
Hirtzel v. Mules	1816	Hodge's Legacy	1452
Hislop v. Wykeham	340	Hodge v. A. G.	1585
Hitch v. Leworthy	1303	Hodgens v. Hodgens	802
— v. Wells	826	Hodges, <i>Re</i>	1012, 1014, 1354
Hitchcock v. Beardsley	1392	—, Davey v. Ward	854
— v. Carew	135	—, Settlement	843
— v. Clendinen	803	— v. Blagrove	1486
— v. Colier	468	— v. Croydon Canal Co.	1614
— v. Hitchcock	[678]	— v. Hodges 211, 347, 769, 1408	
— v. Stretton	237 <i>Add.</i> ,	— v. Wheeler	1050
	249 <i>Add.</i>	Hodgetts v. Fortescue	1318
Hitchen v. Birks	658, 1191	Hodgson's Sch., <i>Re</i> 1092, 1097, 1098	
Hitching v. Morrieson, <i>Re</i> Mor-		Hodgson, <i>Re</i>	1041
rieson	1326	—, Beckett v. Rams-	
Hitchman v. Stewart 1183, [1774],		dale 1216 [1820], 1823	
1781, 1783, 1785		— v. Beauchesne	1335
Hoare's Trusts, <i>Re</i>	1441	— v. Bell	712
Hoare, <i>Re</i>	904	— v. Benison [610], 630	
—, <i>Exp.</i> Nelson	394, 400,	— v. Bower [1060, 1890],	
	434, 1213	1900	
—, Hoare v. Owen 403 <i>Add.</i> ,		— v. Clarke	727
656 <i>Add.</i>		— v. Dean	1754
—, Hobbs v. Wade	868	— v. Duce	484
— v. Harvey	[621]	— v. Halford 1355, 1356, 1453,	
— v. Herrington	466	1469	
— v. Hoare	1091, 1095	— v. Hodgson	390, 1050

	PAGE		PAGE
Hodgson v. Kent and Surrey Bldg. Soc.	1554	Holgate v. Shutt 1177, 1177 Add., 1178, 1769	
— v. Powis (E.)	606	— v. Slight	259
— v. Ry. Passengers' Ass. Co.	356	Holland, Exp.	762, 2088
— v. Shaw	307	—, Re Heneage	969
— v. Sinclair	1992, 1993	—, Re	772, 1046
— v. Williamson	752, 1408	— v. Clark	1253
Hodkinson v. Crowe	1892	— v. Cork Ry. Co. . . .	1693
— v. Kelly [1965], 1969		— v. Hodgson	1683
— v. Quinn	1298	— v. Holland	967, 1254, [1411, 1413], 1552
Hodson, Exp.	1894	— v. Hughes	1417
—, Re	1077, 1078	— v. Prior	1277
— and Howe, Re	1706	— v. Teed	1782
— v. Carter	1876	Hollick, Exp.	2017
— v. Coppard	455, 464, 470, 633	Holliday and Godlee, Re	251
— v. Drewry	112	— v. Heppenstall	[558], 561
— v. Tea Co.	1692	Hollier v. Burne	1490, 1494
— v. Watson	681, 684	— v. Eyre	1788
Hoey v. Green	976	Hollingdrake v. Heaton	635
Hoffman v. Duncan	[589], 662	Hollingshead, Re, Hollingshead v. Webster	1221, 1606
— v. Postill 60, 61, 66, 74, 77		Hollingsworth v. Grasett	1353
Hogg v. Hogg	1799	— v. Mann	[641]
— v. Jones	1370	— v. Shakeshaft	986, 987
— v. Kirby	539	— v. White	1675
— v. Scott	459, 576	Hollington, Exp.	915
Hoggart v. Cutts	439, 440	—, Re	942
Hogge, Exp.	2040	Hollingsworth v. Willing, Re Weir	1754
Hoggett's Est., Re, Hoggett v. Hoggett	411	Hollinrake v. Truswell	580 Add., 581 Add.
Hoghton, Re, Hoghton v. Fidey	830	Hollins v. Verney	509
— v. Hoghton 136, [1270], 1431, 1435, 1945, 1946		Hollis v. Allan	1421, 1483
Holbrook, Re	1054	— v. Bulpett	1152, 1153
Holburne, Re, Coates v. Mackollop	1142, 1143	— v. Burton 39 Add., 183 Add., 1262	
Holcombe v. Hoskins	1695	Hollon, Re, Forbes v. Hardcastle	1144 Add.
Holden's Case	212	Hollond, Exp.	379
Holden, Exp.	1720	— v. Allsop	[671]
—, Re (7 May, 1878)	379	— v. Dickson	71
— (20 Q. B. D. 43)	994	— v. Fox	562, 568
— (1 H. & M. 445)	2028	— v. Gwynne	234, 241
— v. Hargreaves	498	— v. King	304
— v. Holden	1000	— v. Prior	1
— v. Kynaston	1190	— v. Worley	459, 461, 492
— v. Silkstone Co. . . .	706, 918	Holloway, Re	65
— v. Waterlow	456, 459	—, Young v. Holloway	74
— v. Weekes	475, 482	— v. Cheston	725
Holder, Re	[1714]	— v. Holloway	1429
— v. Durbin	1021	— v. Millard	1955
Holdich v. Holdich	810	— v. York	699, 703, 1846
Holdsworth v. Davenport	1144	Holloway v. Trelawny, Re Mas-singberd's Sett. . . .	[974]
— v. Gosse	1467	Hollyford Copper Mining Co., Re	[178], 174
— v. McRea	580	Holman's Settlement, Re	2035
Hole v. Barlow	525	Holman v. Loynes	938, 1931, 1947
— v. Bradbury	573, 577, 579	Holme v. Brunskill	1788
— v. Thomas	478	— v. Guy	1111
Holford v. Phipps	997		
— v. Yate	1650		
Holgate v. Haworth	1268, 1396		
— v. Jennings	1417, 1420		

Table of Cases.

cvil

	PAGE		PAGE
Holme v. Hammond	1315, 1823	Hood v. Cooper	164
— v. Stanley	1206	— v. Easton	504
— v. Williams	831	— v. Franklin	1430
Holmes' Estate, <i>Re</i>	937, 938, 1947	— v. Hood	1295, 1306
Holmes, <i>Exp.</i>	1783, 2018	— v. N. E. Ry.	467, [597]
—, <i>Re</i>	422	— v. Oglander	1843, 1853
— v. Baddeley	78, 81	— v. Phillips	915
— v. Bell	659	— v. Randell, <i>Re</i> Randell	260
— v. Coghill	1407	— v. Stallybrass	1173
— v. E. C. Ry.	465	— v. Wilson	1233
— v. Hervey	703	Hook, <i>Re</i>	237
— v. Holmes	686, 1144, 1463	— v. Symon	677
— v. Howes	1844	Hooke v. Piper	917
— v. Millago	457 <i>Add.</i> , 667 <i>Add.</i> , 669 <i>Add.</i>	Hookham v. Pottage	546, 592
— v. Newcastle Abattoir Co.	2068	Hoole v. G. W. Ry. [598]	602, 605
— v. Penney	1955, 1956	— v. Smith	1599, 1636
— v. Powell	1853	Hooley v. Hatton	1351
— v. Sayer-Milward	48	Hooper's Trusts	804
— v. Shaw	1853	Hooper, <i>Re</i>	779, 1009, 1430
— v. The Queen	349	—, <i>Exp.</i> Banco de Portugal	737
— v. Turner	1695, 1737	—, Ashford v. Brooke	1295
— v. Tutton	433, 1161	—, Baylis v. Watkins	1218
— v. Upton	483	—, Hooper v. Mansfield	[1228]
Holmesdale (V.) v. Sackville-West	[746, 1446], 1452	— v. Balfour	359
Holroyd v. Holroyd	[1357]	— v. Bourne	609
— v. Wyatt	309	— v. Gumm	78
Holroyde, <i>Re</i>	236	— v. Hooper	988
— v. Garnett	386	— v. Keay & Draper	1823
Holsti v. Robertson	1983	— v. Rossiter	1421
Holt, <i>Re</i> (4 Q. B. D. 29)	361	— v. Smart	1219, 1395, 1396, 1879
— (11 Ch. D. 168)	386, 414, 415	— v. Smith, <i>Re</i> Smith	732
— (16 Ch. D. 115)	885	— v. Strutton	1068
— & Co. v. Bogle	686	Hooson, <i>Exp.</i>	385
— v. Beagle	1651	Hope, <i>Re</i> (7 Ch. 766)	258, 271, 385, 952
— v. Collyer	470	— (8 P. Div. 144)	934
— v. Everall	771	— v. Carnegie	[624], 625, 633
— v. Jesse	112	— v. Cloncurry (L.)	1480
— v. Murray	1201	— v. Croydon and Norwood Tram. Co.	668, [1687]
— v. Rochdale (Corp.)	531	— v. D'Hedouville	1418 <i>Add.</i>
Holtby v. Hodgson	433, 751, 754	— v. Hope (3 Beav. 317)	95
Holton v. Lloyd	1635	— (3 P. & M. 226)	817
Holyland v. Lewin	1369	— (4 D. M. & G. 345)	845, 879
Holywell-cum-Needingworth, R. of, <i>Exp.</i>	2026	— (8 D. M. & G. 731)	887
—, R. of, <i>Exp.</i>	2040	— ((1892) 2 Ch. 336)	764, 773, 783
Homan, <i>Re</i>	1676	— (W. N. (93) 20)	135 <i>Add.</i>
Home Ass. Co., <i>Re</i>	27	— v. Intern. Fin. Soc.	607, 2068
—, <i>Re</i>	778, 1955, 1956	— v. Liddell	924
Homfray v. Fothergill	1793, 1797	— v. Threlfall	94
Honduras Ry. v. Tucker	42	Hope, The	113
Hone v. Boyle	1752	Hopewell v. Barnes	421, 427
Honeyman v. Marryatt	1839	—, <i>Re</i> Prince	[423]
Honiball v. Bloomer	570	Hopgood v. Ernest	1750
Honywood v. Foster	1499	— v. Parkin	112, 113, 964, 975, 976
— v. Honywood	478, 479, 481, [1473], 1479	Hopkin v. Hopkin	97
Hood, <i>Re</i>	1670 <i>Add.</i>		
— v. Barrington (L.)	1193, 1838		
— v. Bridport (L.)	892, [894]		
— v. Clapham	1422		

	PAGE		PAGE
Hopkins' Trusts, <i>Re</i>	1483	Horsfall v. Garnett	160, [1796]
Hopkins, <i>Re</i>	1421	— v. Halifax Bkg. Co.	1711
—, Dowd v. Hawtin	659,	— v. Hulbert	895
—, Williams v. Hop-	676, 1252, 1320	Horsley v. Baddeley	[1242]
—, kins	1212	— v. Chaloner	1254
— v. Gowan	967	— v. Cox	261, 429
— v. Smith	[591]	— v. Fawcett	970
— v. Walker	[673]	Horton, <i>Re</i>	781
— v. Worc. & c. Can.	663	— v. Brocklehurst	963
Hopkinson, <i>Re</i>	1995	— v. Hall	1381, 1381 <i>Add.</i>
— v. Burghley (L.)	[52],	— v. Sayer	355
—	67, 82, 585	Horwood, <i>Re</i>	2028
— v. Ellis	1127, 1133, 1268	— v. Schmedes	1152
— v. Exeter (Marq. of)	593,	Hoskin's Trusts, <i>Re</i>	723, 781, 992,
—	1808	—	1016
— v. Lusk	1082	Hoskin v. Sincock	[1594], 1614
— v. Roe	1277	Hosking v. Smith	1756, 1767
— v. Rolt	1712, 1755	Hoskins, <i>Re</i>	1081
— v. St. James', & c.		— v. Campbell	703
Electric Co.	223 <i>Add.</i>	— v. —, Gibbon v.	
Hopper's Trusts, <i>Re</i>	1041	Campbell	[702]
Hopper, <i>Re</i>	353, 1082	Hosts v. Pratt	853
Hopton v. Dryden	1286, 1287	Hotchkiss' Settled Estate, <i>Re</i>	971,
Hopwood v. Derby (E.)	330	—	1530
Hora, <i>Re</i> , W. H. (an Infant)	[848]	Hotchkiss, <i>Re</i>	783
— v. Hora	856	Hotchkys, <i>Re</i> , Freko v. Cal-	
Horace, The	223	mady	1306
Horan v. MacMahon	1435	Hotham, <i>Re</i>	1004
Horde v. E. Suffolk	1095	Hotten v. Arthur	576, 577, 579
Hordern, <i>Re</i>	2043	— v. Newsagents & c. Co.	[574]
Hore v. Smith	620, 2042	Hough v. Edwards	435, 933
Horlock, <i>Re</i>	1071	— v. Ryley	1262
— v. Smith	247, 657, 1637	Houghton's Chapel, <i>Re</i>	1101
— v. Wiggins	1352, 1464	— Estate, <i>Re</i>	1529,
Horlock, The	615	—	1529 <i>Add.</i>
Horn v. Horn	1297	— Patent	1986
Hornbuckle, <i>Re</i> goods of	781	Houghton & Hallmark, <i>Re</i> ,	
Hornby v. Cardwell	21, 220, 723	Mitchell & Co.	2000
— v. Hunter	1157, 1219	— v. Franklin	1376
— v. Matcham	1907, 1909,	— v. Sevenoaks Estate	
	1910	Co.	[1621]
Horncastle v. Charlesworth	1550	Houlditch v. M. Donegal	653, 684
Horne's Settled Estates, <i>Re</i>	866,	Houldsworth v. City of Glasgow	
	1532	Bank	1935
Horne and Hellard, <i>Re</i>	1692, 1857	House Property and Invest-	
— v. Hough	58, 60	ment Co. v. H. P. Horse Nail	
— v. Hughes	1674	Co.	43, 527
— v. Oyler	224	Househill Co. v. Neilson	551
— v. Pountain	429	Household, <i>Re</i> , Household v.	
— v. Shepherd	922, 1287	Household	870, 995,
Horner, <i>Re</i>	2029	—	[1479], 1481
—, Eagleton v. Horner	1225	— Fire Ins. Co. v. Grant	1839
—, Pomfret v. Gra-		— v. Fairburn	553
ham	1327	Houseman v. Houseman	117, 704,
Horniblow v. Shirley	1852, 1880	—	705, 1269
Hornsby v. Bird	1840	Houston v. Sligo (M.)	123, 136
— v. Lee	1427	Hovenden v. Annesley	1223
Hornsey Local Bd. v. Monarch		— v. Lloyd	544
Bldg. Soc.	1605, 1712	How, <i>Re</i>	[419]
Horrell v. Witts	663, 1191	— v. Garrard	144
Horrocks v. Horrocks	895	Howard's Settled Estates, <i>Re</i>	1525
— v. Ledsam	1619	Howard, <i>Re</i> (8 Beav. 424)	235
— v. Rigby	1960	— (4 Nov. 1882)	1387

Table of Cases.

cix

	PAGE
Howard, <i>Re</i> (3 W. R. 605) . . .	1053
(5 D. & S. 435) . . .	1041
and Dollman's Case . . .	923
<i>v.</i> Bank of England . . .	771,
772	
<i>v.</i> Barnwell . . .	1564, 1568
<i>v.</i> Beall . . .	72
<i>v.</i> Chaffers . . .	316, 1247
<i>v.</i> Easton, <i>Re</i> Bosworth 1284	
<i>v.</i> Gunn . . .	82, 585
<i>v.</i> Harris 1299, 1603, 1604	
<i>v.</i> Jalland . . .	1552
<i>v.</i> Kay . . .	2088
<i>v.</i> Lovegrove . . .	222
<i>v.</i> Patent Ivory Co. . .	1690
<i>v.</i> Prince . . .	1193
<i>v.</i> Rhodes . . .	1020
<i>v.</i> Robinson . . .	75, 1611
<i>v.</i> Sadler . . .	429 <i>Add.</i>
<i>v.</i> Woodward . . .	[463]
Howarth, <i>Re</i> (8 Ch. 415) 835, [850],	855
(W. N. (85) 48) . . .	2016
<i>v.</i> Howarth . . .	381, 387
<i>v.</i> Powell . . .	[1176]
Howe Machine Co., <i>Re</i> . . .	28
<i>v.</i> Dartmouth 978, 1413, 1417,	1418, 1420
<i>v.</i> Grey . . .	121
<i>v.</i> Hall . . .	1840
<i>v.</i> Hewet . . .	1892
<i>v.</i> Hunt . . .	1632
(E.) <i>v.</i> Lichfield (E.) . . .	205
<i>v.</i> M'Kernan . . .	69, 73, 563
<i>v.</i> Smith . . .	1875
Howel <i>v.</i> Price . . .	1772
Howell Thomas, <i>Re</i> . . .	239 <i>Add.</i> ,
273 <i>Add.</i>	
Howell <i>v.</i> Coningsby (L.) . . .	399
<i>v.</i> Dawson . . .	447
<i>v.</i> George . . .	1843
<i>v.</i> Howell . . .	987, 1870
<i>v.</i> Lewis . . .	824
<i>v.</i> Met. Dist. Ry. Co. . .	432
<i>v.</i> Palmer . . .	1060, 1900
<i>v.</i> Price . . .	1202
<i>v.</i> Tyler . . .	265
Howells <i>v.</i> Jenkins 1218, [1341], 1342	
<i>v.</i> Wilson . . .	1597
Howes <i>v.</i> Inland Rev. Bd. . . .	722
Howgrave <i>v.</i> Courtier . . .	1461
Howitt <i>v.</i> Hall . . .	577
<i>v.</i> E. Harrington 1220 <i>Add.</i>	
Howkins <i>v.</i> Bennett . . .	1618
<i>v.</i> Howkins . . .	451
Howland <i>v.</i> Norris . . .	1880
Howley <i>v.</i> Cook . . .	1950, 1951
Howse <i>v.</i> Chapman . . .	1144, 1266
Howson's Policy Trusts, <i>Re</i> . . .	772
Howson <i>v.</i> Trant . . .	1713
Hoy <i>v.</i> Smithies . . .	1856
Hoyle, <i>Re</i> , Hoyle <i>v.</i> Hoyle . . .	1783

	PAGE
Hubback, <i>Re</i> , International Hy-	
dropathic Co. <i>v.</i> Hawes 1201, 1285,	1286, 1720
Hubbard, <i>Exp.</i> , <i>Re</i> Hardwick . . .	1671
<i>Re</i> . . .	248
<i>v.</i> Alexander . . .	1351
<i>v.</i> Hubbard 834, [1567],	
<i>v.</i> Latham . . .	1271, 1279
Hubbuck <i>v.</i> Helms . . .	623, 1692
Huckle <i>v.</i> Wilson . . .	1768
Huddersfield, Corp., <i>Exp.</i> . . .	2011
<i>of, Re</i> . . .	1835,
2014	
Huddleston <i>v.</i> Huddleston . . .	808
<i>v.</i> Whelpdale . . .	1487,
1493	
Hudson's Case . . .	1968
T. M., <i>Re</i> . . .	542
Trusts, <i>Re</i> . . .	1354
Hudson, <i>Re</i> (V.-C. H., 20 Dec.	
1876, A. 2168) [1032]	
(32 Ch. Div. 311) 1994,	1999
Creed <i>v.</i> Henderson 1842	
<i>v.</i> Buck . . .	1847
<i>v.</i> Carmichael . . .	286, 778
<i>v.</i> Cook 1295, 1306, 1880	
<i>v.</i> Grenfell . . .	61
<i>v.</i> Oserby . . .	223
<i>v.</i> Revett . . .	1664, 1921
<i>v.</i> Temple . . .	1847
<i>v.</i> Tooth . . .	171
Hue, <i>Re</i> . . .	1015
Huggins, <i>Exp.</i> . . .	396
<i>v.</i> Robinson . . .	1414
Huggons <i>v.</i> Tweed . . .	32
Hughes' Patent . . .	1986
Trusts, <i>Re</i> . . .	1663
Hughes, <i>Exp.</i> , <i>Re</i> Agriculturist,	
&c. Co. . . .	1608
<i>Re</i> (6 Ves. 617) . . .	939
(W. N. (84) 53) . . .	1044
(2 H. & M. 695) . . .	1049
(L. R. 3 P. & M. 140) 1192	
<i>Exp.</i> Hughes . . .	1956
Frowde <i>v.</i> Hughes 1422	
W. . . .	1371
<i>v.</i> Anderson, <i>Re</i> Butler's	
Trusts . . .	803
<i>v.</i> Biddulph . . .	78
<i>v.</i> Coles . . .	980, 1256, 1378
<i>v.</i> Cook . . .	1597
<i>v.</i> Eades . . .	1186, 1199
<i>v.</i> Empson . . .	1319
<i>v.</i> Fanagan . . .	1512
<i>v.</i> Hughes (1 Ves. 161;	
3 B. C. C. 87) 675	
<i>v.</i> ——— (M.R. 30 Jan.	
1862) . . .	852
<i>v.</i> ——— (Bro. C. C.	
387) . . .	853, 854
<i>v.</i> Jones . . .	167, 316
<i>v.</i> Kelly . . .	1611
<i>v.</i> Key . . .	970, 997

	PAGE		PAGE
Hughes v. Little	730, 1673, 1679	Humphreys v. Harrison	480, 1629
— v. Lloyd	454	— v. Humphreys	1197
— v. Lumley	1721	— v. Jones	267
— v. Met. Ry. Co.	1893	— v. Roberts	455
— v. Meyrick	259, 262	Humphries v. Brogden	500
— v. Morris	1840	— v. Home	305
— v. Percival	486	— v. Taylor Drug Co.	563,
— v. Science	899	[1990], 1992, 1999	
— v. Seanor, Rogers v.		Humphry, Re	1077
— Powell, Morley v.		Humphrys, Re	340
— Finney	1216, 1285	—, Exp. Chatteris	1173
— v. Seanor	1751	— v. Moore	992
— v. Twisden	944	Hungerford, Re (1 K. & J. 413)	2015,
— v. Williams	1634, 1641	2040	
Hughes-Hallett v. Indian Mam-		— (3 K. & J. 455)	2016,
moth Gold Mines	994	2041	
Hugill v. Masker	1667	—, &c. Ry. Co.	2042
— v. Wilkinson	1605	Hunnings v. Williamson	55, 56, 60,
Huguenin v. Baseley	939, 1945, 1946	84	
Huish, Re, Bradshaw v. Huish	1352	Hunt, Exp., Re Cann	1673
— Charity, Re	1468, 1857	—, Re	951, 2031
— v. Sweet	304	—, Hunt v. Hunt	1004
Hulkes, Re, Powell v. Hulkes	985,	— v. Chambers, Re Martin	325,
987		326, 726	
— v. Day	427	— v. City of Lond. &c. Co.	145
Hull, Barnsley & West Riding		— v. Elmes	69, 75, 1584, 1748,
Junction Ry. Co., Re	651, 665, 1722,	1755	
2052, [2054 Add.], 2059, 2060		— v. Fineburg	918
Hull, &c. Ry. Co., Re	1718, 1722	— v. Fownes	1617
— v. N. E. Ry.	1181	— v. Frensham	379
— and County Bank, Bur-		— v. Hiller	490
gess' Case	1935	— v. Hunt (V.-C.M., 17 Nov.	
— v. Christian	1376	1876, A. 1773)	[897]
— v. Falconer	1219	— v. — (28 Ch. D. 395)	815,
Hulm and Lewis, Re	951	888, 1842	
Hulme v. Coles	1789	— v. — (4 D. F. & J. 221)	469,
— v. Tenant	760, 761, 764	814	
Hulse v. Tavernor	818	— v. — (13 Mar. 1856, A.	
Hulton v. Lister	1825	648)	641
Humber Iron Works Co., Re	264,	— v. — (54 L. J. Ch. 289)	456
1182		— v. — (V.-C. W. 21 Dec.	
— v. Richards, Re Richards		1872) [1305, 1310,	
1747, 1749, 1750		1313]	
Humble v. Bowman	1326	— v. — (W. N. (86) 243)	751
— v. Humble (12 Beav. 43)	305	— v. Jessel	1161
— v. — (24 Beav.		— v. Life Ass. of Scotland	
535)	1224	635 Add.	
— v. Shore	1247, 1251	— v. Lond. Real Property	
Hume, Re	1081	Co.	730
— v. Beale	630	— v. Manière	545
— v. Bentley	294, 1854	— v. Matthews	1918
— v. Druyff	388	— v. Parry, Re Alford	854, 856
— v. Lopes	1003	— v. Peacock	2088
— v. Pocock	1850, 1854	— v. Peake	500
— v. Richardson	978	— v. Priest	402, 656
— v. Somerton	8	— v. Stevens	1194
Humfrey v. Dale	1163	— v. Wenham, Re Wenham	1224
— v. Owen	1468	— v. White	1858
Humfries, Re, Smith v. Millidgo	1325	Hunt-Foulston v. Furber	1355
Humphrey v. Sumner	264, 734	Hunter v. Atkins	1945, 1946
Humphreys, Re, Humphreys v.		— v. Baxter	1224
Levett	858 Add.	— v. Belcher	1171, 1177
— v. Edwards	698	— v. Brooke	14
— v. Green	1840	— v. Bullock	1140, 1141

	PAGE
Hunter v. Dowling 1804, 1806, 1817	
— v. Hunter . . . 728, 737	
— v. Nockolds. 62, 1166, 1221, 1610	
— v. Walters 1747, 1750, 1922, 1923	
— v. Wortley . . . 254	
— v. Young . . . 1396, 1397	
Huntingdon v. Coal Consumers' Assoc. . [649, 1684]	
— (E.) v. Huntingdon (C.) . . . 778, 1294	
Huntley v. Clutterbuck . . . 1054	
— v. Wortley . . . 271	
Hurlbalt and Chaytor, Re 1844, 1881	
Hurlbatt v. Barnett & Co. 365 Add.	
Hurry v. Hurry . . . 1555	
Hursell v. Bird . . . 1278 Add.	
Hurst, Re . . . 1031, 1053, 1071	
—, Addison v. Tapp . . . 824	
—, Hurst v. Hurst . . . 870	
— v. Hurst . . . 43, 81, 84, 428, 1407, 1481, 1481 Add., 1591, 1749	
— v. Newman . . . [1376]	
— v. Peacock . . . 1323	
Husband v. Martin, Re Clark . 1141, 1146	
Hussey v. Horne-Payne 1839, 1840	
— v. Payne . . . 737	
— v. Williams . . . 1020, 1081	
Hutcheson, Re . . . 1193	
— v. Eaton . . . 355, 359	
— v. Smith . . . 1811	
Hutchings to Burt . . . 768	
— v. Humphrey . . . 1901	
Hutchins v. Hutchins . . . 943, 1468	
Hutchinson, Exp. . . . 259	
—, Re (16 Q. B. D. 515) . . . 428, 1040	
— (V.-C. S. 30 Ap. 1861) . . . [787]	
— (34 W. R. 637) . . . 924	
— (1 Dr. & S. 27) . . . 1013, 1016	
—, Hutchinson v. Norwood [921]	
— v. Copestake . . . 495	
— v. Freeman . . . 1329	
— v. Glover . . . 68	
— v. Hartmont . . . 384	
— v. Kay . . . 1683	
— v. Norwood . . . 826	
— v. Tatham . . . 1163	
— v. Town, Re Chambers . . . 11	
— v. Ward, Re Smith . 152, 700	
Hutley, Re . . . 698	
Hutton, Re . . . 1392	
— v. Anderson . . . 1254, 1265, 1470	
— v. Beeton . . . 679	
— v. Brown . . . 1582, 1608	

	PAGE
Hutton v. Mansell . . . 304	
— v. Rossiter . . . 1254	
— v. Scarborough Cliff Hotel Co. . . 608	
— v. Sealy . . . 1591	
— v. West Cork Ry. Co. . 607	
Huxham v. Llewellyn . . . 1847	
Huxley v. West London Extension Ry. Co. . . 219	
Huxtable, Exp. . . . 1956	
Hyam v. Terry . . . 744	
Hyatt, Re . . . 1054, 1224	
—, Bowles v. Hyatt 980, 1223	
Hyde, Exp. . . . 2039	
—, Re . . . 1092, 1094, 1140	
— and Co., Re . . . 1994, 2002	
— v. Beardsley . . . 224, 360	
— v. Benbow . . . 1055	
— v. Dallaway . . . 1853	
— v. Greenhill . . . 395	
— v. Hindley . . . 1557	
— v. Hyde . . . 395, 611	
— v. Neate . . . 1365	
— v. Price . . . 1181, 1379	
— v. Warden . . . 637, 654, 1857	
Hyett v. Mekin . . . 870, 1307, 1552	
— v. Mellin . . . [1308]	
Hylton v. Hylton . . . 868	
— v. Morgan . . . 86	
Hyman v. Helm . . . 118, 625, 626	
Hynde v. Taylor . . . [1731]	
Hynes v. Redington . . . 977	
Hyslop v. Morel . . . 1933	
Hythe Corp. v. East [1717], 1849, 1899, 1901	

I.

I. C., Exp. . . . 906	
Ibberson v. Warth . . . 1263	
Ibbetson, Exp. . . . 968	
— v. Atty, Re Atty [1240]	
Ibbitson, Re . . . 1306	
Ibbotson, Re . . . [1717]	
— v. Elam 1421, 1829, 1830	
Ickeringill, Re, Hinsley v. Ickeringill . . . 781, 1253, [1346]	
Ihlee v. Henshaw . . . 544	
Ilchester (E.), Exp. . . . 144	
Illderton, Re . . . 234, 241	
Illidge, Re, Davidson v. Illidge 175, 1200, 1202, 1203, 1287, 1288	
Illmann, Re . . . 2028	
Ilisley v. Randall, Re Taylor . 1379	
Ilminster School, Re . . . 1096, 1100	
Imbert-Terry v. Carver . . . 1582	
Imhof v. Sutton . . . 355	
Imp. &c., The v. Funder . . . 359	
Imp. Bank v. London and St. Katharine's Dock Co. . . 1782	
Imp. Hydropathic Hotel Co. v. Hampson . . . 602, 608	

	PAGE		PAGE
Imp. Land Co. of Marseilles v. Masterman	64, 90	International Soc. v. City of Moscow Gas Co.	729, 732
Imp. Merc. Credit Assoc., <i>Re</i> [426]		Inwood v. Troyne	869
Imp. Merc. Credit Assoc. v. Coleman 969, 1172, [1939], 1940, 1941		Ion v. Ashton	1143
Imp. Merc. Credit Assoc. v. Newry & Armagh Ry. Co.	1693	Irby, <i>Re</i>	1012
Imp. Royal Azienda, &c. of Trieste v. Funder	927	— v. Irby 967, 1205, 1270, 1409, 1757	
Impey v. Impey	134	Iredell v. Iredell	1324
Ince Hall, &c. Co. v. Douglas Forge Co.	1161	Ireland v. Eade	676
Inchbald v. Robinson 523, 526, 527		— v. Trembaith	789
Inchley v. Allsopp	1190	Ireson v. Denn	1737
Incorporated Law Soc., <i>Exp.</i> , <i>Re</i> A Solicitor	421 <i>Add.</i>	Irish, <i>Re</i> , Irish v. Irish	663
Incorporated Law Soc., <i>Exp.</i> , <i>Re</i> Louis	951	— Land Com. v. Grant	1166, 1220 <i>Add.</i> , 1221
Incorporated Soc. v. Richards	1089, 1637	— N. W. Ry. Co., <i>Re</i>	2051
Ind Coope & Co. v. Emmerson 56, 77		Irnham v. Child	1916
Inderwick, <i>Re</i>	234, 235, 237	Ironmongers' Co. v. A. G.	1091, 1094, 1095
— v. Snell	602, 1092	Irvin v. Ironmonger	1293, 1376
Indian Kingston Gold Mines, <i>Re</i>	741	— v. Sanger	271 <i>Add.</i>
— Mechanical Gold Extracting Co., <i>Re</i>	2075	Irvine v. Sullivan	1325, 1353
Inge, <i>Exp.</i> , <i>Re</i> Catherine Hall	1092	— v. Watson	1164
— v. Kenny	1254	— v. Young	1177
Ingham v. Waskett	1730	Irving, <i>Exp.</i> , <i>Re</i> Brett	1710
Ingilby v. Graham	1476	— v. Houston	1421, 1483
Ingle, <i>Re</i> (21 Beav. 275)	238, 241, 249	— v. Sanger	258
— (11 Eq. 578)	1325	— v. Thompson	76
— v. M'Culchan	235	Irwell v. Edin	57, 374
— v. Neale	[678]	Irwin v. Grey	328
— v. Partridge	964, 975, 1262, 1453	— v. Irwin	[1906, 1917]
— v. Richards 1224, 1286, 1320		Isaac, <i>Re</i> , Jacobs v. Isaac	29, 751
Inglis v. Haigh	1165	Isaacs, <i>Exp.</i>	740, 741
Ingoldsby v. Riley	[1644]	—, <i>Re</i>	1496
Ingram, <i>Re</i>	201	—, <i>Exp.</i> Miles	1974
—, Jones v. Ingram	1748, 1755 <i>Add.</i>	— v. Fiddemann	577, 578
— v. Bickerdike	846	— v. Gompertz	200
— v. Little	59, 824	— v. Wall	1493
— v. Soultan	1355	— v. Weatherstone	183, 978
— v. Stiff	539	Isaacson v. Thompson	459
— v. Thorp	1925	— v. Webster, <i>Re</i> Bunn	1356
Inman v. Clare	1972	Isberg v. Bowden	1161
— v. Inman	835	Isenberg v. E. I. Ho: Co.	459, 461, 490
— v. Wearing	1657	Isham v. Wallace	1910
Innes v. Mitchell	1384, 1422	Isherwood, <i>Exp.</i> , <i>Re</i> Knight	1630
— v. Sayer	1089	Isle of Wight Ferry Co., <i>Re</i>	427, 1584, 1721
Inns of Court Hotel Co.	1691	Isle of Wight Ry. v. Tahourdin	602, 608
Insole, <i>Re</i>	791, 803, 818	Islington and General Electric Supply, <i>Re</i>	2076
Inston v. Elmslie	1582	Issard v. Lambert	278
International Conversion Trusts Ld. and Reduced, <i>Re</i>	[2066]	Iven v. Elwes, <i>Re</i> Davies	1158
International Hydropathic Co. v. Hawes, <i>Re</i> Hubback	1201, 1285, 1286, 1720	— v. —	1222
International Pulp, &c. Co. <i>Re</i>	1690	Iveson v. Harris	455, 632, 692
		Iviney v. Stocker	511
		Ivory, <i>Re</i> , Hankin v. Turner [738], ...	739, 740, 741
		Izard, <i>Exp.</i> , <i>Re</i> Bushell	653, 676
		— Chapple	1676

J.		PAGE			PAGE
J. C. M. & J. M., <i>Re</i>	.	950	Jacobson v. Jacobson	.	[807]
J. v. J.	.	1951	Jacoby v. Whitmore	.	468
J. v. K.	.	668	Jacquet v. Jacquet	.	1225
Jablochkoff's Patent	.	1986	Jacson v. Queen Anne's Bounty, <i>Re Harris</i>	.	1143, 1144
Jack v. Kipping	.	1161	Jacubs v. Rylance	.	967
Jackson's Will, <i>Re</i>	.	1430	Jagger v. Jagger	.	1462
Jackson, <i>Exp.</i> , <i>Re Bowes</i>	.	1630	Jago v. Jago	.	962 <i>Add.</i>
—, <i>Re</i> (40 Ch. D. 495)	249, 971		Jakeman's Trusts, <i>Re</i>	.	789, 790
— (60 L. T. N. S. 93)	1993,		James's Case	.	1161
—	1998		James, <i>Exp.</i>	.	1914
— (24 Mar. 1861)	1033		—, <i>Re</i> (4 D. & S. 183)	.	238
—, Jackson v. Talbot	862,		— (5 Eq. 334)	.	845
—	[867], 870		—, James v. Soulby	.	1994
—, Shiers v. Ashworth	1324		— v. Barraud	.	750
—, Smith v. Sibthorpe	1293,		— v. Bicknell	.	916
—	1478		— v. Boythorpe Coll. Co., <i>Re Boythorpe Coll.</i>	.	1691
— & Co. v. Napper, <i>Re</i> Schmidt	1991		— v. Castle	.	1353
— and Oakshott, <i>Re</i>	1856		— v. Couchman	[1439], 1441,	
— and Woodburn, <i>Re</i>	1885		—	1442	
— v. Barry Ry. Co.	357 <i>Add.</i> ,		— v. Crow	122, 734	
—	458 <i>Add.</i>		— v. Dawson, <i>Re Heming-</i> <i>way</i>	.	1376
— v. Braithwaite	131		— v. Deamer, <i>Re Deamer</i>	770	
— v. Brettall	[1644]		— v. Dore	403	
— v. Brighton Aquarium Co.	[406]		— v. Downes	456	
— v. Dover	1461		— v. Ellis	[1661]	
— v. Haigh	[30]		— v. Frearson	973	
— v. Innes	778, 779		— v. Harding	1619	
— v. Ivimey	121		— v. Innes	809	
— v. Jackson	853, 1818, 1829,		— v. James (13 Eq. 421)	537,	
—	1830, 1841, 1848		—	[539], 544	
— v. Leaf	705		— v. — (16 Eq. 153)	[1214,	
— v. Litchfield	148		—	1697], 1705	
— v. Lomas	1555		— v. — (23 Q. B. Div.	12)	353
— v. Mawby	386, 415		— v. — (11 Beav. 397)	1269	
— v. Newcastle (D.)	459, 491,		— v. — (27 May, 1871,	A. 1527)	1455
—	493		— v. — (21 W. R. 522)	1583	
— v. N. E. Ry.	103, 104, 105		— v. — & Bendall	922	
— v. Northampton Street Tram. Co.	1978		— v. —, <i>Re Bowen</i>	782	
— v. Ogg	1165, 1177, 1223		— v. Kerr	1598, 1950	
— v. Parker	779		— v. Lichfield	1751	
— v. Pease	1407		— v. Lovel	603	
— v. Petrie	450		— v. L. & S. W. Ry.	690	
— v. Rowe	1749		— v. North	451	
— v. Slaney, <i>Re Clinton</i>	168		— v. Parkes	809	
— v. Smith	933		— v. Rumsey	1612, 1909	
— v. —, <i>Exp. Digby</i> [927],	931, 934		— v. Salter	1220 <i>Add.</i>	
—	202		— v. Smith	1840	
— v. Tyas	1855		— v. The Queen	[348], 349	
— v. Whitehead	347		Jameson, <i>Exp.</i> [2086, 2087],	2088	
— v. Wood	1270		— v. Brick & Stone Co.	105	
— v. Woolley	1205, 1223, 1265,		Jaques v. Millar	1838, [1886],	
—	1270		—	1893	
Jacob v. De Morgan	400		Jaquet v. Jaquet	286	
Jacobs, <i>Re</i>	1790		Jardine, <i>Exp.</i>	1684	
— v. Brett	690, 691, 693		Jarmain v. Chatterton	387, 406, 633,	
— v. Credit Lyonnais	626		—	726	
— v. Friedburg	689		Jarman's Trusts, <i>Re</i>	760	
— v. G. W. Ry. Co.	60		Jarman, <i>Exp.</i>	231	
— v. Isaac, <i>Re Isaac</i>	29, 751				
Jacobson v. Blackhurst	440				

	PAGE		PAGE
Jarman, <i>Re</i>	1266, 1271, 1384	Jenkins v. Jackson	226, 227, 525, 526, 528
—, Leavers v. Clayton	1140	— v. Jones	623, 1598, 1978
Jarratt v. Aldam	1435, 1947	— v. Morris	334, 779, 1162
Jarrett v. Hunter	1838	— v. Ridgley	1658 <i>Add.</i>
Jarrold v. Heywood	576	— v. Robertson	1789
— v. Houlston	571, 576, 577	— v. Vaughan	1955, 1957
Jarvis's Charity, <i>Re</i>	1099	Jenkinson v. Brandley Mining	
Jarvis, <i>Re</i>	1111	Co.	1681
—, Ward v. Jarvis	415	— v. Makin	[1291]
— v. Allen	[255]	Jenkyns v. Usborne	1667
Jauncey v. Knowles	1798, 1810	Jennens, <i>Re</i> , Willis v. Howe (E.)	1223
Jay, <i>Exp.</i>	1956	Jenner v. Jenner	1431, 1946
—, <i>Re</i> Blenkhorn	1677	— v. Morris	87, 229, 1160, 1161, 1218, 1482
— v. Johnstone	1221, 1605	— v. Turner	1355
— v. Ladler	541, 542, 1992 <i>Add.</i> , [1995]	Jenner-Fust v. Needham	1648, 1650
— v. Robinson	752, 754, 774, 776, 777	Jenney v. Andrews	1407
— v. Sadler	1992	— v. Mackintosh	18
Jeaffreson, <i>Re</i>	1141, 1326	Jennings v. Brighton, &c. Bd.	598
— v. Morton	1208	— v. Broughton	1925, 1926
Jeanes v. Hutchings	1624	— v. Elster	1217
Jearrad v. Tracey	98	— v. Hopton	1853, 1859
Jebb v. Tugwell	1417	— v. Johnson	239
Jee v. Audley	1356	— v. Jordan	1737
Jeff Davis, <i>The</i>	435, 932	— v. Moore	1587
Jeffcock's Trusts, <i>Re</i>	1480	— v. Paterson	1251
Jeffery, <i>Re</i> , Burt v. Arnold	858, 858 <i>Add.</i>	— v. Rigby	1201, 1721
— v. Bowles	576	Jenour v. Jenour	144
Jefferys v. Boosey	578, 579	Jenowre v. Delmege	567
— v. Dickson	656, 1597	Jephson, <i>Re</i>	[1014]
— v. Fairs	1843	Jerdan v. Bright	915
— v. Jefferys	1396, 1428	Jerry v. Preston	870
— v. Smith	[644], 644, 663	Jersey (E.) v. Briton Ferry Co.	1711, 1904, 1905
Jeffray v. Tredwell, <i>Re</i> Treadwell	760	— v. South Wales	
Jeffreyes v. Reynolds	428	Minerals Co.	1905
Jeffreys v. Connor	2032	— v. Jersey, <i>Re</i> Vale of	
— v. Evans	478	Neath Ry. Act	2017
— v. Jeffreys	1842	— v. Neath Guardians	501
Jeffries v. Alexander	1138	— v. Uxbridge Rural Sanitary Auth.	372
Jeffries v. Drysdale	1055	Jervis, <i>Re</i>	243
— v. Evans	237, 470	— v. Berridge	1840
Jeffrys v. Vanteswarstwarth	844, 888	— v. Lawrence	1144, 1145, 1353
Jeffs v. Wood	1162	— v. Wolferstan	994, 1396, 1397
Jegon v. Vivian	[499], 503, 504, 1871, 1892	Jervoise, <i>Re</i>	209, 422
Jellard, <i>Re</i>	20, 1014	— v. Silk	854
Jelley, Son & Jones, <i>Re</i>	1994	Jesse v. Bennett	970
Jenkin v. Row	1583	Jessel v. Chaplin	462, 490
Jenkins, <i>Exp.</i> , <i>Re</i> Jenkins	1970	Jessop, <i>Re</i>	251, 252
—, In the goods of	825	— v. Blake	818
—, <i>Re</i> (3 N. R. 408; 10 Jur. N. S. 332)	209, 1014	— v. Watson	1307
—, Infants	[861]	Jessott v. Tozer	898
— v. Briant	680	Jeston v. Key	1451, 1836, 1847
— v. Bryant	1379	Jesus Coll. (Camb.), <i>Exp.</i>	2016, 2026
— v. Bushby	75, 324, 325, 726	— v. Bloome	481
— v. Davies	175, 729	Jeudwine v. Agate	1279
— v. —, <i>Re</i> Davies	221	Jeune v. Baring, <i>Re</i> Baring	1284 <i>Add.</i> , 1481, 1493
— v. Hiles	1858	Jevers, <i>Re</i> Goods of	782
		Jewan v. Whitworth	1667

Table of Cases.

CXV

	PAGE		PAGE
Jewitt, <i>Re</i>	408, [921], 923, 946	Johnson v. Prendergast	987
Job v. Job	169, 986, 1805	— v. R. M. S. Packet Co.	615
— v. Potton	478, 1157	— v. Roberts	1973
Jobson v. Palmer 963 <i>Add.</i> , 965 <i>Add.</i>		— v. Shrewsbury, &c. Ry. Co.	1842
Jocey v. James	1250	— v. Smiley	1854, 1875
Joddrell v. Joddrell	1431	— v. Wyatt	459
Jodrell v. Jodrell	856, 1482	Johnston, <i>Exp.</i> , Johnston v. Watson, <i>Re</i> Watson	170 <i>Add.</i>
Joel v. Mills	1198, 1355, 1376	— <i>Re</i> , Cockerell v. Essex (E.). 206, 1370, 1451	
John v. Jones	959	—, Wagg v. Shand	223
Johnes, <i>Re</i>	2020	— v. Brown	44
Johns v. James	74	— v. English	104
Johnson's Patent	1986	— v. Evans	223
Johnson, <i>Exp.</i> , <i>Re</i> Bulmer	1783	— v. Hill, <i>Re</i> Dawson	770, 827, 1356
— Chapman	1672, 1674, 1675	— v. Johnston [30, 1435]	
—, <i>Re</i> , Golden v. Gillam	1955	— v. O'Neil	[858]
—, Manchester and Liverpool Bkg. Co. v. Beales 284, 724, 730		— v. Orr-Ewing	542
—, Moore v. Johnson	902, 1430	— v. Parsey	[1918]
—, Shearman v. Robinson	1314, 1315	— v. Renton	[1918], 1920
—, Sly v. Blake	1256	— v. Salvage Association	22
— (2 Eq. 716)	1370	— v. Swann	1143, 1145
— (1 Ch. 235)	659, 729	— v. Todd	326, 1268, 1328
— (L. R. 5 P. C. 87)	1986	Johnstone's Settlement, <i>Re</i>	1368, 1513, 2016, 2025, 2027
— (20 Q. B. Div. 68)	278	— Trusts, <i>Re</i>	2017
— (26 W. R. 51)	407	Johnstone, <i>Re</i>	845
— (W. N. (86) 72)	978	— v. Baber	1550, [1567]
— and Tustin, <i>Re</i>	1856, 1885	— v. Barber	1249
— and Weatherall, <i>Re</i>	219, 233, 235	— v. Brown	320
— v. Altrincham	1768	— v. Browne	753
— v. Aston	1261	— v. Cox 723, [1613], 1664	
— v. Bayley	636	— v. Hall	470, 471
— v. Bourne	1625	— v. Harrowby (L.)	1351
— v. Burgess 400, [1252], 1720		— v. Johnstone	[678]
— v. Child	1293, 1403	— v. Marks	835
— v. Chippendall	396	— v. Milling	1901
— v. Clarke	1654	Joicey v. Dickenson	504
— v. Compton	1189	Joint Stock Disc. Co., <i>Re</i>	1183
— v. Credit Lyonnais Co.	1666, 1667	— v. Brown [107], 109, 110, 1785	
— v. Curtis	1179	Joliffe v. Baker	308, 1881, 1924
— v. Edge 553 <i>Add.</i> , 554 <i>Add.</i>		— v. Hector	1159, [1167]
— v. Evans	1610, 1825	Jolland v. —	679
— v. Fesenmeyer	1597	Jollands v. Burdett	768
— v. Foulds	1460	Jolliffe's Trusts, <i>Re</i>	1033 <i>Add.</i>
— v. Gallagher	761, 762, 1203	Jolliffe, <i>Exp.</i>	[2087]
— v. Hammersley	1190	—, <i>Re</i>	2042, 2043, 2089
— v. Helleley	593, 1800	— v. Jolliffe	1869
— v. Holdsworth	1600, 1721	Jolly v. Arbuthnot	144, 675, 1630
— v. Johnson	771, 817, 1328	— v. Rees	779
— v. Kennett	1297	Jonas, <i>Re</i>	236
— v. Lauder	[816], 818	Jones's Case, Reg. v. Barnardo	720
— v. Legard	1961	— Estate, <i>Re</i>	261, 2043
— v. Lindsay	910	— Mortgage, <i>Re</i>	[1030]
— v. Lytle's Iron Agency 600, 1978		— Trusts, <i>Re</i>	2040, 2042
— v. Mosley	[311]	— Will, <i>Re</i>	1429
— v. Mounsey, <i>Re</i> Alison	1606	Jones, <i>Exp.</i>	835, 836
— v. Newton	964	—, <i>Re</i> Artizans' Dwellings Act	2041
— v. O'Neil	1001	—, <i>Re</i> Grissell	754, 762

	PAGE		PAGE
Jones, <i>Re</i> , <i>Exp.</i> Fardon's Vine-		Jones v. Greatwood [1694],	1703
gar Co.	738	— v. Green	873
— (36 Ch. D. 105)	236	— v. Griffith	[1727]
— (54 L. T. N.S. 648) . . .	236	— v. Harris	1617
— (8 Beav. 479)	248	— v. Hawkins, <i>Re</i> Stocken	
— (2 Ch. D. 70) 1047, 1616		— [1242],	1246
— (24 Ch. D. 435)	1508	— v. Hay	708
— (26 Ch. Div. 736)	1508	— v. Heavens	468
— (2 D. F. & J. 554)	1616	— v. Hensler, <i>Re</i> Hensler .	1369
— (3 Drew. 679)	1015	— v. Hey	711
— (9 Eq. 63) . 258, 271, 952		— v. Higgins	981
— (13 Eq. 336)	237	— v. Howell	1184, 1193
— (1 Giff. 284; 8 W. R.		— v. Insole	729
56)	297	— v. James	236, 691, 1055
— (25 Jan. 1883)	[867]	— v. Jones, <i>Re</i> Ingram .	1748,
— (1 Jur. N.S. 817)	293	— 1755 <i>Add.</i>	
— (1 Jur. N.S. 887)	2040	— v. — (1846, A. 1429) .	1442
— (4 Jur. N.S. 581)	2039	— v. — (3 Atk. 111) . . .	43,
— (4 Jur. N.S. 887)	2047	— 1919	
— (6 Jur. 545)	1046	— v. — (5 Har. 464) .	1371,
— (53 L. T. N.S. 1)	1991	— 1381, 1418, [1487],	1493
— (54 L. T. N.S. 648) . . .	236	— v. — (4 K. & J. 361) .	808
— (59 L. T. N.S. 859) .	1048,	— v. — (Kay, vi.)	69
— (M. R., 17 Feb. 1876)		— v. — (19 May, 1774) .	1125
— [942],	942	— v. — (12 Ves. 188) . .	1835
— (6 W. R. 614, 762) . . .	293	— v. — (17 W. R. 1003) .	826
— (22 W. R. 837)	1055	— v. — (22 Q. B. D.	
— Bullis v. Jones 166, 1514		— 425)	84
— Calver v. Laxton	655,	— v. Jukes	1205
— 1285, 1286, 1287		— v. Julian	975, 977
— Dutton v. Brookfield 1407		— v. Lewis	976, 2042, 2047
— Eyre v. Cox	8	— v. Lloyd	592, 1807, 1809
— Farrington v. For-		— v. Lock	1428
rester	837 <i>Add.</i> ,	— v. Macauley	150, 155
— 1557 <i>Add.</i> , 1742 <i>Add.</i>		— v. Mason, <i>Re</i> Muffet [1376]	
— Jones v. Searle	988	— <i>Add.</i> , 1379, 1609	
— Lloyd & Co.	1162	— v. Meredith	1063
— & Co., <i>Re</i> Griffith	249	— v. Merionethshire Bldg.	
— v. Whitaker	1789	— Soc.	469, 1842
— v. Andrews	72, 732	— v. Monte Video Gas Co. .	64, 65
— v. Badley	1141	— v. Morgan, <i>Re</i> Page 981 <i>Add.</i> ,	
— v. Bailly	1584, 1723	— 1256 <i>Add.</i>	
— v. Blake, <i>Re</i> Blake 1006, 1246		— v. Morrell	986
— v. Bone	470	— v. Mossop	1160
— v. Chappell 481, 481 <i>Add.</i> , 527		— v. Noy	1808
— v. Chennell, <i>Re</i> Chennell 316,		— v. Ogle	1483
— 723, 735, 1005		— v. Peppercorne 1171, 1708,	
— v. Clifford	[1852], 1854	— 1712	
— v. Consolidated, &c. Co. 1668		— v. Phipps	675
— v. Conway & Colwyn		— v. Powell	845, 846, 1120,
Water Board 486 <i>Add.</i>		— 1202, 1277	
— v. Creswicke	1649, 1655	— v. Powles	1747
— v. Croucher	1962	— v. Rhind	1618, 1748
— v. Dangerfield	1217	— v. Rickards	73
— v. Davies	778, 1593	— v. Rimmer	1843, 1880
— v. Evans	467, 1216, 1287	— v. Robinson	1570
— v. —, <i>Re</i> Evans [1187]		— v. St. John's Coll. . . .	353
— v. Farrell	444	— v. Scottish Accident In-	
— v. Foxall	988	— surance Co.	16, 18
— v. Frost, <i>Re</i> Fiddey	932	— v. Simes 104, 105, 462, 493	
— v. Geddes	625	— v. Slee	693
— v. Gilham	444	— v. Smith 1737, 1750, 1792	
— v. Gloster	[300]	— v. Stohwasser	1749

Table of Cases.

cxvii

	PAGE
Jones v. Thomas . . .	438, 439
— v. Thompson . . .	433
— v. Tiffin . . .	678
— v. Tinney . . .	1586
— v. Totty . . .	1568
— v. Tower Furnishing Co.	1670
— v. Tripp . . .	937
— v. Victoria Dock Co. .	726
— v. Watts . . .	75
— v. Williams . [1057],	1749
— v. ———, <i>Re</i> Williams	1200, 1234, 1236
Jope v. Morshead . . .	1550, 1551
Joplin v. Postlethwaite .	355
Jopp v. Wood . . .	726
Jordan, <i>Re</i> , <i>Exp.</i> Harrison	1705
— ———, <i>Re</i> Symmons .	1676
— ———, <i>Kino v. Picard</i>	751, 769
Jorden v. Money . . .	1924, 1925
Joseph, <i>Re</i> . . .	1013
— v. Goode . . .	1271, 1279, 1328
— v. Holroyd . . .	1968
— v. Lyons . . .	1681
Joule, <i>Re</i> , <i>Thompson v. Mont-</i>	
— ———, <i>gomery</i> . . .	1994, 2002
Jourdain v. Palmer . . .	60
Joy, <i>Re</i> , <i>Purday v. Johnson</i>	1091
— v. Birch . . .	1760
— v. Campbell . . .	1157, 1406
— v. Hadley . . .	85, 374, 387
Joyce, <i>Re</i> . . .	1043
— ———, <i>Exp.</i> Barclay . .	1682
— v. Beall . . .	57
— v. De Moleyns . . .	1207, 1755
Jthell v. Beane . . .	1960
Judd v. Green [739], 739,	741, 1733
— v. Pratt . . .	1343
Judkin's Trusts, <i>Re</i> . . .	858, 1265
Judkin, <i>Re</i> . . .	1328
Juggomohun Ghose v. Manick-	
— ———, <i>chund</i> . . .	1180
Jull v. Jacobs . . .	1353
Jump v. Jump . . .	815, 816, 817
Jupp, <i>Re</i> , <i>Jupp v. Buckwell</i>	773,
— ——— . . .	800
— v. Cooper . . .	384, 389
Justice, <i>Re</i> . . .	942, 943
— v. Mersey Co. . .	735, 743, 745

K.

Kahen, <i>Exp.</i> , <i>Re</i> Hewer .	1674, 1678
Kain v. Farrer . . .	83
Kaltenbach v. Lewis . .	1163, 1667
Kane's Trusts, <i>Re</i> . . .	1514
Kane v. Cosgrave . . .	1090
— v. Kane . . .	1430
— v. Reynolds . [1385],	1387
Kanitz v. Scarborough .	741
Kannreuther v. Geiselsbrecht,	
— ———, <i>Re</i> Kloebe . . .	1202

Karberg's Case . . .	1183, 1924, 1925,
— ——— . . .	1933, 1935
Karney, <i>Re</i> . . .	1009
Kathleen Mavourneen, &c., <i>Re</i>	740
Kavanagh, <i>Re</i> . . .	1004, 1004 <i>Add.</i>
Kay's Patent . . .	1986
Kay, <i>Re</i> . . .	1034
— v. Briggs . . .	722
— v. Cammell . . .	260
— v. Johnson . . .	1846
— v. Oxley . . .	508
Kaye, <i>Re</i> . . .	845
— v. Cunningham . . .	402
— v. Harvey . . .	[289]
— v. Sutherland . . .	17
Kean, <i>Re</i> . . .	1073
Keane, <i>Re</i> . . .	406, 408, 947
— ———, <i>Lumley v. Desbo-</i>	
— ———, <i>rough</i> . . .	932, 934
Kearley & Clayton, <i>Re</i> . .	1885
— v. Thomson . . .	1963
Kearns v. Cordwainers' Co. .	513
— v. Leaf . . .	607
Kearsley v. Cole . . .	1790
— v. Phillips . . .	56, 68, 1629,
— ——— . . .	1630
Keate v. Phillips . . .	1584, 1755, 1921
Keates v. Lyon . . .	470
Keatley, <i>Exp.</i> , <i>Re</i> Dublin City	
— ———, <i>Market Co.</i> . . .	2045
Keaton v. Lynch . . .	1198
Kcay v. Boulton . . .	1326
Keays v. Gilmore . . .	1425
— v. Lane . . .	762
Kebblethwaite v. Reeves . .	1605
Kebel v. Philpot . . .	328
Keech v. Hall . . .	1629, 1631
— v. Sandford . . .	1493
Keedwell v. Cooke . . .	1033
Keeler, <i>Re</i> . . .	1042
Keeling v. Smith, <i>Re</i> Smith	868,
— ——— . . .	1354
Keen, <i>Re</i> . . .	2084
Keenan v. Armstrong . . .	932
— v. Handley . . .	1835, [1896],
— ——— . . .	1896
Keene v. Biscoe . . .	1583
Keep, <i>Re</i> . . .	[1990], 2000
Keer v. Brown . . .	1499
Keighley, Maxted & Co., <i>Re</i>	359
— ———, <i>Add.</i> . . .	
Keith v. Butcher . . .	43, 1599
— v. Day . . .	[1656], 1658
Kekewich v. Langston . .	853
— v. Manning . . .	1427
— v. Marker . . .	478
Kelday, <i>Re</i> , <i>Exp.</i> Meston	1582, 1586
Kelk v. Archer . . .	1279
— v. Pearson . . .	461, 491, 492, 493
Kell's Guardians, <i>Re</i> , <i>Exp.</i> Smith	2027
Kell v. Nokes . . .	1875
Kellaby v. Bury . . .	117 <i>Add.</i>
Kelland v. Fulford . . .	2029
Kellaway v. Bury . . .	35 <i>Add.</i>

	PAGE		PAGE
Kellers, <i>Re</i>	887	Kennedy v. May	1842
Kellock, <i>Re</i>	234, 240	— v. Panama	1925, 1933
— v. Enthoven	1968	— v. Sedgwick	1391, 1392
— v. Home, &c. Co.	67	Kenney v. Browne	938
Kelly's Settlement, <i>Re</i> , West v. Turner	428	— v. Kenney	669
Kelly, <i>Exp.</i> , <i>Re</i> City of Dublin Ry.	2042, 2043, 2045 <i>Add.</i>	Kennington v. Houghton	1152, 1154, 1155
— Smith, Fleming & Co.	1958	Kenny v. Hollings	[27]
— v. Byles	546, 580, 735	Kenrick's Trade Mark, <i>Re</i>	[1891]
— v. Heathman	1983	Kenrick v. Hudson	1918
— v. Hodge	[572], 580	— v. Lawrence	580
— v. Hutton	71, 582, 665, 1820	Kensington, <i>Exp.</i>	1703, 1704
— v. Kelland	1678	— (L.), <i>Re</i> , Bacon v. Ford	1719, 1720
— v. Morris	[571], 576, 580	— Station Act, <i>Re</i>	1223, 2061
— v. Scotto	1825	— and Knightsbridge Electric &c. Co. v. Lane Fox Electrical Co.	[549], 553
— v. Wyman	62, 577	— v. Bouverie	1482, 1609, 1634
Kelsall v. Kelsall	828, 830, 831	Kensit v. G. E. Ry. Co.	513
— v. Minton	204	Kent Tramway Co., <i>Re</i>	1173
Kelsey v. Dodd	469	— v. Burgess	336, 337, 897, 901
— v. Kelsey	660, 1381	— v. Freehold Land, &c. Co.	1935
Kelson v. Ellis, <i>Re</i> Ellis's Trusts	276	— v. Kent	[795]
— v. —, <i>Re</i> Ellis	1913	— v. Pickering	1286
— v. Kelson	342	— v. Riley	1955, 1956
Kemble v. Kean	466	Kenyon's Estate, <i>Re</i> , Mann v. Knapp	1368
Kemeys-Tynte, <i>Re</i> , Kemeys-Tynte v. Kemeys-Tynte	1479, 1518	Kenyon v. Eastwood	693
Kemmis v. Kemmis	856	— v. Gregson	823
Kemp's Settled Estates, <i>Re</i>	1514	— v. Kenyon	706, 823, 825
Kemp, <i>Re</i>	[860], 1043, 1051	— v. Lee, <i>Re</i> Lee	1068
— v. Burn	996	Keppell v. Bailey	469, 915
— v. Falk	1974	Ker, <i>Re</i>	244
— v. Goldberg	37	—, <i>Exp.</i> Bagshaw	1212
— v. Haynes, <i>Re</i> Haynes	1350, 1510	— v. Dent, <i>Re</i> Yerbury	663
— (Kemys) v. Westbrook [1662], ...	1662, 1663	— v. Ker	1742 <i>Add.</i>
— v. Rose	1150, 1155, 1172	— v. Williams	[30]
— v. Sober	470, 471	Kerford v. Seacombe, &c. Ry. Co.	2009
— v. S. E. Ry.	603, 604, 1841	Kerkham, <i>Re</i>	2034
— v. Waddingham	1202	Kernaghan v. Williams	606
Kempson v. Ashbee	617, 868, 1944, 1945, 1946, 1947	Kernot v. Potter	467
Kenabel v. Scrafton	1605	Kerr's Policy, <i>Re</i>	1015, 1608, 1704
Kendall v. Beckett	1874	Kerr, <i>Re</i>	1180
— v. Hamilton	43, 123, 754, 1782	— v. McIlwraith	884
— v. Marshall	1974	— v. Preston (Corp.)	601, 604, 704
— v. Marsters	169, 989	— v. Rew	76
Kendrick v. Roberts	8	Kerrick v. Saffery	1583
Kenlis v. Bective (E.)	1452	Kerrison's Trusts, <i>Re</i>	853
Kennard v. Futvoye	1599	Kerrison v. Stradbroke (E.)	[1408], 1408
— v. Kennard	[1466], 1469	Kershaw's Trusts, <i>Re</i>	764, 1009, 1465
Kennaway, <i>Re</i>	1514	Kershaw, <i>Re</i>	1051, 1458
Kennedy, <i>Exp.</i> , <i>Re</i> Willis	1631, 1672	—, Drake v. Kershaw	1296
— v. Brown	1179	—, Whitaker v. Kershaw	1396
— v. George	70, 259	— v. Kershaw	1869
— v. Green	69, 1749, 1750, 1922, 1923	Kessell v. Le Sueur	1177 <i>Add.</i>
— v. Lee	1835	Kettlewell v. Barstow	68, 72, 73, 74, 75, 77, [331]
— v. Lyell	62, 79, 85, 1978		

Table of Cases.

cxix

	PAGE
Kettlewell v. Kettlewell . . .	[850]
— v. Watson . . .	728, 1711, 1753, 1905
Kevan v. Crawford 718, [719], 723, 738, 1955	
Kevern v. Williams . . .	1325
Kewney v. Attrill . . .	657, [667], 668
Key v. Key . . .	320
Keys v. Keys . . .	681, 684
— v. Williams . . .	1703
Khedive, The . . .	745
Kibble, <i>Exp.</i> . . .	836
Kibblewhite, <i>Re</i> , Bund v. Green	[1018]
Kidd and Gibbons' Contract, <i>Re</i>	306, <i>Add.</i>
— v. Cheyne . . .	1251
— v. Kidd . . .	[641]
— v. Wagner . . .	489
Kiddill v. Farnell . . .	203
Kidman v. Kidman . . .	858
Kiff v. Roberts, <i>Re</i> Roberts . . .	909
Kilbee v. Sneyd . . .	687
Kilbey v. Haviland . . .	461, 470
Kilford v. Blayney . . .	[1290], 1292, 1294
Kilham, <i>Re</i> , Kilham v. Kilham	1657
Killick, <i>Exp.</i> . . .	759
Kilmorey (E.) v. A.-G. . .	1268 <i>Add.</i>
Kilner, <i>Exp.</i> , <i>Re</i> Barker . . .	1675, 1958
Kilahaw v. Jukes . . .	1825
Kilvert's Trusts, <i>Re</i> . . .	1092, 1140
Kilworth (V.) v. E. of Mount Cashell . . .	170 <i>Add.</i>
Kimber v. Barber . . .	1172, 1941
— v. Paravicini . . .	399
Kimberley v. Dick . . .	353, [1150], 1150, 1155, 1172
— v. Jennings . . .	466
Kimmings, <i>Re</i> . . .	406
Kinahan v. Bolton . . .	545
— v. Kinahan . . .	18, 19
Kincaid, <i>Re</i> . . .	800, 804
Kinderley v. Jervis . . .	429, 1199, 1207
King's Coll., Cambridge, <i>Exp.</i> . . .	2027, 2040
—, <i>Re</i> . . .	2016
— Gram. Sch., Warwick, <i>Re</i>	
King, <i>Exp.</i> . . .	1096
—, <i>Re</i> . . .	1212
—, Bagshaw & Robinson	996, 1043, 1608
—, [1883]	
—, Salisbury v. Ridley . . .	1327
—, Sewell v. King . . .	1427, 1428, 1668, 1709, 1710
— & Co.'s T. M. . .	133 <i>Add.</i> , 345 <i>Add.</i> , 2002, 2003
—, Brown & Co. v. Anglo-American Brush Co.	552 <i>Add.</i>
— v. Bellord . . .	1844
— v. Bossett . . .	1170, 1171
— v. Bryant . . .	1233

	PAGE
King v. Charing Cross Bank . . .	692
— v. Chick, <i>Re</i> Talbot . . .	1205, [1209], 1213
— v. Corke . . .	39
— v. Davenport . . .	121
— v. Dickeson . . .	470
— v. Foxwell . . .	1335
— v. George, <i>Re</i> George . . .	1366
— v. Hamlet . . .	1950
— v. Hoare . . .	43, 754
— v. King . . .	997, 1220
— v. King-Harman . . .	1442
— v. Kitchener . . .	[1622], 1640
— v. Leach . . .	1185
— v. Lucas . . .	760, 761
— v. Malcolmson . . .	1830
— v. Malcott . . .	1284
— v. Marshall . . .	1690
— v. Midland Ry. Co. . .	1593
— v. Mullins . . .	1278, 1285
— v. Rawling, <i>Re</i> Sunderland Bldg. Soc. . .	1771
— v. Richardson, <i>Re</i> Richard- son . . .	[821]
— v. Savery . . .	167, 937
— v. Smith 480, 1211, 1603, 1616, 1629	
— v. Voss, <i>Re</i> Voss . . .	771, 800
— v. Whitten, <i>Re</i> Whitten . . .	1355
— v. Wilson . . .	1880
— v. Wycombe Ry. . .	[595]
— v. Zimmerman . . .	1909
King of the Two Sicilies v. Will- cox . . .	83
King-Sampson v. King-Samp- son . . .	1418
Kingdon v. Dean . . .	1816
— v. Kirk . . .	150
— v. Tagert, <i>Re</i> Badcock . . .	1440
Kingsford, <i>Exp.</i> . . .	2002
— v. Poole . . .	1657
Kingsley, <i>Re</i> . . .	1263
Kingman v. Kingsman . . .	792
Kingston's (Duchess of) Case . . .	123
Kingston-on-Hull (Mayor of) v. Halding . . .	1787
— v. Cowbridge Ry. . .	669
Kinloch v. Sec. of State for India . . .	1170
— v. The Queen . . .	[349]
Kinnaird (L.) v. Christie [302], 308	
— v. Trollope 1598, 1610, 1613, 1614, 1658	
— v. Webster . . .	1164
— v. York . . .	1656
Kinneir, <i>Re</i> . . .	248
Kinnersley v. Kinnersley . . .	[1506]
Kinnoul (E.) v. Money . . .	778
Kino v. Picard, <i>Re</i> Jordan . . .	751, 769
— v. Rudkin . . .	491, 492
Kinsey, <i>Re</i> . . .	1453
— v. Kinsey . . .	398
Kinsman v. Barker . . .	1177
— v. Rouse . . .	1606

	PAGE
Kippen v. Darby	1463
Kirk, <i>Re</i> , Kirk v. Kirk	1294, 1355
—, Nicholson v. Kirk	1325
— v. Bromley Union	1154
— v. Eddowes	1463
— v. Murphy	772 <i>Add.</i>
— v. The Queen	349
— v. Todd	104, 528
Kirkby Ravensworth Hosp., <i>Exp.</i>	1122
Kirkleatham Local Bd., <i>Re</i> 362 <i>Add.</i>	
Kirkman v. Booth	981, 998, 1156, 1314
— v. Honnor	456
Kirkmeaton (Rector of), <i>Exp.</i> 2014, 2033	
Kirkstall Brewery Co., <i>Re</i>	2069
Kirkwood's Estate, <i>Re</i>	1792
Kirkwood v. Thompson	1598, 1606
— v. Webster	260, 264
Kirwan's Trusts	1468, 1469
Kirwan v. Kennedy	1481
Kisch v. Central Ry. Co. of Venezuela	1926, 1932
Kitcat v. Sharp	588
Kitchen v. Turnbull	355, 1801
Kitchin, <i>Re</i> , <i>Exp.</i> Young	1786
— v. Kitchin	8, 813, 814
— v. Palmer	1856, [1865]
Kitching v. Kitching	1249
Kitely v. Roberts	[1129]
Kitto v. Luke	[991]
Kitton, <i>Re</i>	234, 236, 246
Kloebe, <i>Re</i>	1201
—, Kannreuther v. Geiselbrecht	1202
Knapman, <i>Re</i> , Knapman v. Wresford	1389
Knapp v. Burnaby	1181, 1203
— v. Knapp	[1457], 1461
Knapping v. Tomlinson	790
Knatchbull's Settled Estates, <i>Re</i>	1525
Knatchbull v. Fearnhead	1396
— v. Fowle	92
— v. Grueber	1881
— v. Hallett, <i>Re</i> Hal- lett's Estate	966, 1164
Kneeshaw, <i>Re</i> , Hobson v. Loxley	188
Knierim v. Schmauss	[27]
Knight's Trusts, <i>Re</i>	723
Knight, <i>Re</i> , <i>Exp.</i> Golding, Davis & Co.	1974
— Isherwood	1630
— Middleton v. Pollock 1161, 1162	
— Voisey	1630
—, ...	284, 1016
—, Knight v. Burgess. 1367	
—, v. Gardner 741, [929, 930], 933, 1160	
— and Tabernacle Building Soc., <i>Re</i> . 353, 362, [1768], 2005, 2007	

	PAGE
Knight v. Bowyer [1257], 1743, 1759	
— v. Bulkeley	393, 469
— v. Brown	1956
— v. Clarke	380
— v. Coales	365, 366
— v. Davis	1368
— v. Gardner	525, 526
— v. Hughes	1781
— v. Hunt	1957
— v. Knight	800, 801, 1049, 1263, [1539]
— v. Lee	1218
— v. Majoribanks	1178
— v. Mosely	479, 482
— v. Nepean	1391
— v. Pocock	1601
— v. Purcell	226, 227
— v. Robinson	1043
Knightley, <i>Exp.</i> , <i>Re</i> Moulson	1674
— v. Leigh	851
Knott, <i>Exp.</i>	1756, 1758
—, <i>Re</i> , Bax v. Palmer	997, 1397
— v. Cottee	294, 847, 851, 966, 972, 984, 988, 997, 1207, 1271
Knowle's Settled Estates, <i>Re</i>	1080, 1504, 1514
Knowles, <i>Re</i> , Doodson v. Turner	386
—, Nottage v. Buxton. 1461	
—, Roose v. Chalk	1354
— v. Chapman [1624], 1639	
— v. Dibbs	1600, [1628], 1644, 1646, 1695
— v. L. & Y. Ry. Co.	502
— v. Marlborough (D.). 1782	
— v. Rhydedefed Co.	94
— v. Roberts	33, 34, 1898
— v. Scott	968
Knox v. Gye 1222, 1223, 1804, 1818	
— v. Mackinnon	975
— v. Symmonds	359
— v. Turner	1669, 1761
— v. Wells	818
Knutsford, The	100
Knyvett v. Major [178], 178, 1192	
Koeber v. Sturgis	802, 804
Krehl v. Burrell [336], 492, 730, 735	
— v. Park	160, 220, 284, 317
Kretschman, <i>Re</i>	[891]
Kuhn & Co., <i>Re</i>	1993, 2002
Kurtz v. Spence 40, 553, [720], 736	
Kutner v. Phillips	693
Kynaston v. Mackinder	219
Kyne v. Moore	1963
Kynoch v. Nat. Arms. Co.	599
Kyshe v. Alturas Gold Co.	608
— v. Holt	79

L.

L. alias H. v. H.	746, 747
L., <i>Re</i> , <i>Exp.</i> R.	950

Table of Cases.

cxxi

	PAGE
La Banque Jacques Coutier v.	
La Banque D'Epargne . . .	1164
Labouchere v. Dawson . . .	592
v. Tupper . . .	1315
v. Wharnccliffe (E.)	
[591], 593	
Lacey, Re . . .	790, 939
& Son, Re . . .	247, 248, 267
v. Hill . . .	810, 1164, 1819
v. —, Crowley's Claim 1171,	
1173, 1783, 1971	
v. —, Scrimgeour's	
Claim . . .	1171, 1971
v. Ingle . . .	699, 1757, 1758
v. Stone, Re Pitt . . .	1147
v. Waghorne . . .	1597
Lachlan v. Reynolds . . .	312
Lackenbury v. Lackenbury [1533]	
Lackersteen v. Lackersteen . . .	1440
Lacon, Re, Lacon v. Lacon . . .	1463
v. Allen . . .	1703, 1748
v. Mertins . . .	1639
v. Tyrrell . . .	1650, 1658
Lacroix, Re . . .	1193
Lacy v. Burchnall . . .	825
Ladd v. Puleston . . .	699
Ladyman v. Grave . . .	494
Ladywell Mining Co. v. Brooks	1941
Lafitte's Claim, Re . . .	260, 261, 265
Lafone v. Falkland Isl. Co. . .	66, 72,
81, 82, 87	
Laidlay v. Lord Advocate . . .	1831
Laing v. Campbell . . .	1162, 1164
v. Cowan . . .	1365
v. Harle . . .	1397
v. Reed . . .	1769
v. Zeden . . .	444
Lainson v. Lainson . . .	1205, 1378
Laird v. Birkenhead Ry. Co. . .	1836
v. Briggs . . .	40, 509, 732, 736
Lake's Patent . . .	1986
Lake v. Bell, Re Bell . . .	940, 981
v. Brutton . . .	1787
v. Gibson . . .	1293
v. Metropolitan Music Hall	
Co.	408
v. Plaxton . . .	517
v. Tonkin . . .	169
Lakin v. Lakin . . .	1392
Laly v. Potts . . .	1640
Lamare v. Dixon . . .	1834, 1840, 1848
Lamb, Re . . .	241, 258, 732, 951, 1079
v. Attenborough . . .	1667
v. Evans' 579 Add., 580 Add.,	
581 Add., 585 Add.	
v. Lamb . . .	[1340], 1343
v. Munster . . .	84
v. North Lond. Ry. . .	[594],
601, 604	
v. Nott. Manufacturers'	
Co.	[557]
Lambarde v. Older . . .	1160
Lambe v. Lambe . . .	[897]
v. Orton . . .	286, 1391

	PAGE
Lambert's Estate, Re, Stanton	
v. Lambert . . .	764, 773, 782, 783
Lambert, Re . . .	135, 1748, 1999
—, Exp. Saffery . . .	731
v. Addison . . .	593
v. Buchanan . . .	1274, 1303
v. Fisher . . .	329
v. Hutchinson . . .	421, 1247
v. Lambert [1412], 1418,	
1420, 1830	
v. Lange, Re Smith . . .	319
v. Northern Buenos	
Ayres Ry. . . .	607
v. Rendle . . .	1314
v. Rogers . . .	69
v. Turner . . .	821
Lambeth Char., Re . . .	1086
(R. of), Exp. . . .	2032
Lambrozzi v. Francia . . .	670
Lambton, Exp., Pile v. Pile . . .	2029
v. Parkinson . . .	115 Add.
Lamenaude's Patent, Re . . .	551
Laming v. Gee . . .	986, 987
v. —, Re Gee . . .	735
Lamotte, Re . . .	1041, 1047
Lamplough v. Balmer . . .	543
Lancashire & Yorkshire Bank,	
Ld. v. Tee [759]	
— & Yorkshire Ry. Co.,	
Exp.	2036
v. Lancashire . . .	997
v. — (1 D.	
& S. 40, 288) . . .	334
Lanc. & C. Ry. v. Gidlow . . .	747
v. L. & N. W.	
Ry.	603
Lancaster, Exp., Re Marsden . . .	1959
Char., Re . . .	1100
v. Allsup . . .	1817
v. Evors . . .	78, 1206, 1294,
1320	
Lancesfield v. Iggulden . . .	1217, 1220,
1369, [1402], 1407	
Land v. Land . . .	1314
Land Credit Co. of Ireland, Re . . .	78,
1397, 1792	
Land Credit Co. of Ireland, Re	
Markwell . . .	1190
Land Credit Co. of Ireland v.	
Fermoy . . .	370, 375, 377
Land Improv. Co. v. Martin,	
Re Martih . . .	1079
Landell v. Baker . . .	1558
Lander & Bagley's Contract, Re	
[1883], 1886	
Lander & Bagley, Re . . .	1838, 1892
v. Ingersoll . . .	915
v. Weston . . .	977
Landergan v. Feast . . .	157
Landers, Re . . .	[764]
Landfield, Re, Landfield v.	
Landfield . . .	340

	PAGE		PAGE
Landowners' W. of England		Laprimandaye v. Teissier	209
Drainage Co. v. Ashford	138,	Larabrie v. Brown	441
	1640, 1692, 1693	Lard, <i>Re</i>	1071
Landrock v. Met. Dist. Ry. Co.	509	Lardin v. Binny	[1831]
Lane, <i>Re</i>	98	Larken, <i>Re</i>	1009
—, Luard v. Lane	1368, 1369	Larkin v. Lloyd	367, 368 <i>Add.</i>
—, <i>Exp.</i> Gaze	1222	Larking, <i>Exp.</i>	1941
— Hill	1677	—, <i>Re</i> , Larking v. Lark-	
— v. Capsey	508 <i>Add.</i> , 656 <i>Add.</i> , 674 <i>Add.</i>	ing	1368
— v. Debenham	319, 320	Larkins v. Paxton	1201, 1204, 1233
— v. Esdaile	725 <i>Add.</i> , 747	— v. Phipps	[1242], 1256
— v. Eve	328	Larrett v. Bank of England	[1945, 1964]
— v. Gray	59, 67	Lascelles v. Onslow	517
— v. Hobbs	167	Lashley v. Hogg	1219
— v. Ironmonger	779	Laslett v. Cliffe	1593
— v. Jackson	1754	La Societe Anonyme des Ver-	
— v. King	1622	rieres, &c.	28 <i>Add.</i>
— v. Lane, <i>Re</i> Llewellyn	1246	Lassence v. Tierney	763
— v. Newdigate	462	Lasseur v. Tyrconnel	1196
— v. Norman	1111	Latch v. Latch	1197, 1250, 1277
— v. Oakes	803	Latchford v. Fowkes	[1209]
— v. Oliver	243	La Terriere v. Bulmer	1413, 1419
— v. Rhoades, <i>Re</i> Rhoades	1355	Latham v. Chartered Bank of	
— v. Sewell	1367	India	1790, 1994
— v. Sterne	657	— v. Latham	769
Lane-Fox v. Kensington, &c.		Lathropp's Charity, <i>Re</i>	1104, 2040
Lighting Co.	550 <i>Add.</i> , 552 <i>Add.</i> , 1981, 1983	Latimer, <i>Exp.</i>	260 <i>Add.</i> , 265 <i>Add.</i>
Laneville v. Anderson	1336	— v. Aylesbury &c. Ry.	610
Lanfranchi v. Mackenzie	492, 493	— v. Harrison, <i>Re</i> Harri-	
Lang v. Gisborne	552	son	1286, 1287, 1387
— v. Griffith	[419]	— v. Neate	75
— v. Griffiths	[1454]	Latouche v. Dunsany (L.)	1754
— v. Whitecross Co.	565	La Touche v. Hutton	1910
Langdale's Settlement Trusts	1005	La Trinidad v. Browne	341
Langdale Chemical Manure		Latter v. Dashwood	1637
Co., <i>Re</i>	[2064]	Latyer's Charity, <i>Re</i>	1096
— (Lady) v. Briggs	144, 320, 1294, 1482	Lauderdale Peerage Case	1334, 1335
Langdon v. Wilmot	[1706]	Laugharne Ry. Co., <i>Re</i>	2062
Langen v. Tate	96	Lauretta, The	738
Langford, <i>Re</i>	1003	Lauri v. Renad	579 <i>Add.</i>
— v. Gowland	1092	Laurie v. Lees	[1861]
— v. Pitt	1858	Lautour v. A. G.	93, 94
Langham's Contract, <i>Re</i>	306	Lavell, <i>Exp.</i>	2088
Langham, <i>Re</i>	1144	Lavender v. Lavender	687
Langhorn v. Langhorn	1082	Laver v. Fielder	1425
Langley, <i>Exp.</i>	379, 456, 633	Lavery v. Pursell	1839, 1841, 1849
Langlois and Biden, <i>Re</i>	224	Lavie v. Phillips	762
Langridge v. Payne	1583	Law Guarantee Society v.	
Langstaffe v. Fenwick	1639	Hunter	209, 1052
Langston, <i>Exp.</i>	1703	Law v. Garrett	1812
— v. Boylston	439	— v. Glenn	656
Langton v. Beeston	1062	— v. Hunter	987, 1157
— v. Burton	[1292, 1304], 1564	— v. Indisputable &c. Co.	63
— v. Higgs	1285	— v. Law	1829
— v. Horton	1681	— v. Philby	150, 155, 156, 1582
— v. Langton	295, 1207, 1290, 1615, 1633	Lawe v. Stoney	1556
— v. Waite	1665	Lawes, <i>Re</i>	1463
Lanoy v. Ds. Athol	853, 854, 1741	—, Cole v. Cole	[382]
Lansdowne v. Lansdowne	480	—, Lawes v. Lawes	1464
		— v. Bennett	1307, 1308
		— v. Gibson	1867, 1870

	PAGE		PAGE
Lawford's Charity, <i>Re</i> , <i>Exp.</i>		Leake, <i>Re</i>	1015
Skinner	1098, 1099	— <i>v.</i> Robinson	1355
Lawford <i>v.</i> Spicer	633	Lean <i>v.</i> Lean	1417, 1418
Lawless <i>v.</i> Mansfield	935, 938, 1176, 1177, 1178, 1636	Learoyd, <i>Re</i>	962
Lawley <i>v.</i> Hooper	1772	— <i>v.</i> Halifax Joint Stock Banking Co.	79 <i>Add.</i>
Lawrance <i>v.</i> Norreys (L.)	35, 117, 1926	— <i>v.</i> Whiteley	975, 976, 977
Lawrence's Patent	1986	Leask, <i>Re</i> , Richardson <i>v.</i> Leask	1196 <i>Add.</i>
Lawrence, <i>Re</i>	943, 1012	Leatham <i>v.</i> Amer	1681
—, Evennett <i>v.</i> Lawrence	732, 733	Leather <i>v.</i> Leather	[785]
— <i>v.</i> Bowle	996	— <i>v.</i> Simpson	1921
— <i>v.</i> Campbell	78	Leather Cloth Co. <i>v.</i> Amer.	
— <i>v.</i> Edwards	396, 612	Leather Cloth Co.	543
— <i>v.</i> Fletcher	923	Leather Cloth Co. <i>v.</i> Hirschfeld	545
— <i>v.</i> Harrison	943	— <i>v.</i> Lorisent	467, 468
— <i>v.</i> Horton	461, 492, 493	Leathert <i>v.</i> Thorne	1230
— <i>v.</i> Lawrence	809, 1483	Leathes <i>v.</i> Leathes	1482
— <i>v.</i> Maule	2088	Leathley, <i>Re</i>	57
— <i>v.</i> Richmond	166	Leavers <i>v.</i> Clayton, <i>Re</i> Jarman	1140
Lawrie <i>v.</i> Lees	168, 873, 1854, 1857	Leavesley, <i>Re</i>	426, 429
Lawson, <i>Re</i>	[839]	Lebel <i>v.</i> Tucker	1337
— <i>v.</i> Duncan, <i>Re</i> Hewit	1338	Le Blanch <i>v.</i> Granger	615
— <i>v.</i> Ricketts	687	Le Blond <i>v.</i> Curtis	132
— <i>v.</i> Vacuum Brake Co.	96	Lechmere & Lloyd, <i>Re</i>	1354
— <i>v.</i> Wright	1183, [1773], 1781, 1783	— <i>v.</i> Brasier	303, 312, 1220, 1232, 1233, [1309], 1858
Lawton's Estate, <i>Re</i>	1482, 2015	— <i>v.</i> Carlisle	1198, 1307
Lawton <i>v.</i> Campion	1431	— <i>v.</i> Clamp	375, 1067, 1068, 1069, 1656
— <i>v.</i> Elwes, <i>Re</i> Corsellis	59, 63, 824, 826, 998	— <i>v.</i> Lechmere	1308
— <i>v.</i> Ford	1611, 1761	Lechmere Charlton's Case	406, 408, 634
Laxon & Co., <i>Re</i>	713 <i>Add.</i>	Ledbrook <i>v.</i> Passman	1757
Lay, <i>Re</i>	1327	Ledgard <i>v.</i> Bull	560
Layard <i>v.</i> Maud	1748	Ledger <i>v.</i> Groome	1639
Laybourn <i>v.</i> Girdley	1979	Ledward <i>v.</i> Hassells	1354
Layburn <i>v.</i> Crisp	329, 335	Lee Conservancy Board <i>v.</i> Button	264, 506, 508
Layfield <i>v.</i> Layfield	1278	Lee's Trusts, <i>Re</i>	1141
Layton, Steele & Co., <i>Re</i>	248	Lee, <i>Exp.</i>	923
— <i>v.</i> Mortimore	908	—, <i>Re</i> (4 Ch. 43)	236
Lazarus, <i>Re</i>	1015	— (21 W. R. 168)	1143
— <i>v.</i> Andrade	1681	— (32 L. T. N. S. 298)	1004
— <i>v.</i> Charles	580	—, <i>Exp.</i> Good	1212
— <i>v.</i> Mozley	69	—, Neville	271
Lazenby <i>v.</i> Lazenby	537	—, Kenyon <i>v.</i> Lee	1068
— <i>v.</i> White	537, 734	— & Hemingway, <i>Re</i>	219, 2046
Lazonby <i>v.</i> Rawson	1254	— <i>v.</i> Abdy	1337
Lea, <i>Re</i>	1049	— <i>v.</i> Angas	66, 1919, 1920, [1922], 1922
—, Lea <i>v.</i> Cooke	1090, 1094	— <i>v.</i> Barne	1270, 1678
— <i>v.</i> Hinton	1669	— <i>v.</i> Dangar	377 <i>Add.</i>
— <i>v.</i> Millar	546	— <i>v.</i> Delane	1269
Leach <i>v.</i> Jay	[8]	— <i>v.</i> Dunsford	1582
— <i>v.</i> Leach	853	— <i>v.</i> Egremont	1389
— <i>v.</i> Westall	290, [300], 1558	— <i>v.</i> Flood	308
Leadbitter, <i>Re</i>	251	— <i>v.</i> Haley	537, 542, 544, 545
Leadon <i>v.</i> Lewin	1324	— <i>v.</i> Howlett	[1261], 1271, 1663
Leader, The	435	— <i>v.</i> Hutton	904
Leaf, Son & Co., <i>Re</i>	1992, 1994	— <i>v.</i> Jones	1787, [1802]
Leah, <i>Re</i>	924	— <i>v.</i> Lee	1425, [1444]
Leahy <i>v.</i> O'Grady, <i>Re</i> Harnett	1216		
Leak <i>v.</i> Driffeld	752, 773		
— <i>v.</i> McDowall	1830		
Leake's Trusts, <i>Re</i>	1015		

	PAGE		PAGE
Lee v. Matthews	1960	Leigh v. Rumney, <i>Re</i> Revill	92, 316
— v. Melendez	[449]	— v. Turner	286
— v. Neuchatel Asphalte Co.	605	— v. Wrigley	1770
— v. Nuttall.	718, 732, 1287	Leighton v. Leighton	1352, 1462
— v. Page	1810	— v. Price, <i>Re</i> Price	1509
— v. Pain	1351	Leinster Estate, <i>Re</i>	1525
— v. Pricaux	759	Leitch v. Abbott	37, 55, 58, 77
— v. Ryder	821	— v. Simpson 1857, 1858, 1892	
— v. Soames	1842, 1858	Leite, <i>Re</i> , Leite v. Ferreira .	1238
— v. Sturrock	1250	Leith's Estate, <i>Re</i> , Chambers v.	
— v. Turner	1674	Davidson	685
— v. Wilson, <i>Re</i> Tillott. 962, 1924		Leith, <i>Exp.</i>	952
Leech v. Bolland	94	Le Lievre v. Gould . 1924 <i>Add.</i> , 1929	
— v. Leech	1461	Lemaitre v. Davis	501
— v. Schweder	466, 493, 1834	Leman, <i>Exp.</i>	1677
Leedham v. Chawner	994	Lemann's Trusts, <i>Re</i>	1077
— v. Patchett, <i>Re</i> Webb 1380		Lemann v. Berger	589, 1801
Leeds, Fearnside & Dean's Case	1315	Le Marchant v. Commrs. of In-	
— Bkg. Co., <i>Re</i>	115, 377	land Revenue	207
— Estate Bldg. Co. v. Shop-		Le May v. Welch, Margetson &	
herd	606, 969	Co.	580
— (D. of) v. Amherst (E.) . .	473,	Lempriere v. Lange	837, 1928
	481, 482	Lenaghan v. Smith	970
— v. Barnardiston	902	Lenders v. Anderson	17, 18
— v. Lewis	277	Le Neve v. Le Neve	1750
Leeke v. Bennett	1370	Leng v. Hodges	1392
Leeming, <i>Re</i>	662, 844, 1309	Lennard v. Curzon	1252
— v. Murray (L.)	113	Lenton v. Brudenell	1266
Lees, <i>Re</i>	237, 252	Leominster Canal Co. v. Shrews-	
— v. Clutton	[1539]	bury & Hereford Ry. Co. .	1846
— v. Coulton	[1063], 1063,	Leon, <i>Re</i>	1079
	[1539], 1555, 1556, 1569	Leonard, <i>Re</i> , Theobald v. King	978
— v. Fisher	[1696]	Field, <i>Re</i>	1483
— v. Jones	663	— Jacques, <i>Re</i>	730, 733
— v. Lees (15 Eq. 151) 292, 1206		— & Ellis' T. M., <i>Re</i> , ...	541,
— v. — (I. R. 5 Eq. 549) 1450		546, 1992, 1994, 1995, 1999	
— v. Massey	1328	— v. Attwell	633
— v. Patterson	451	— v. Kellett	1213
Loese v. Knight	824	— v. Sussex (E.) . 1453, 1495	
— v. Martin	435, 1711, 1973	Leonino v. Leonino	1295
Loete v. Leete	931	Lepine, <i>Re</i> , Dowsett v. Calver .	1255
Le Farrant v. Spencer	[1361]	Leppington v. Freeman [1866],	1871
Legg v. Goldwire	1440	Lesingham's Trusts, <i>Re</i> . . .	1327
— v. Mackrell	960, 967, 1056	Lesler, <i>Re</i> , Ward v. Lesler . .	[710]
Leggott v. Barrett	592	Leslie, <i>Re</i>	1004
— v. Met. Ry. Co.	1870	—, Leslie v. French	1297,
— v. Western	429	1710, 1711	
Legh, <i>Re</i>	877	— v. Baillie	995
Legrand v. Whitehead	316	— v. Cave	65, [588]
Le Grange v. McAndrew . . .	121	— v. Clifford	699, 1804
Legrew, <i>Re</i>	1025	— v. Leslie	1607
Le Gros v. Cockerell	1657	Lespinasse v. Bell	653
Lehmann v. McArthur	470, 471,	Lester, <i>Exp.</i> , <i>Re</i> Lynes . . .	774 <i>Add.</i>
	1846, 1892	— v. Archdall	[953]
Leigh's Estate, <i>Re</i> 1480, 2016, 2026,		— v. Foxcroft	1840
	2027, 2040, 2044	Lestio, <i>Exp.</i> , <i>Re</i> Guerrier . .	1218
Leigh, <i>Re</i>	1004	Le Sueur v. Le Sueur	1337
—, Rowcliffe v. Leigh	51,	Letchford, <i>Re</i>	877
	77, 365	Lethbridge v. Cronk	47
— v. Brooks	365	— v. Lethbridge	[1477],
— v. Burnett	1584, 1747	1477	
— v. Dickeson	1157, 1558	Lethem v. Hall	888
— v. Jack	509, 1220, 1978	Lethieullier v. Castlemain (L.)	333
— v. Leigh 901, 902, 976, 1005		Lett, <i>Re</i>	236, 241, 247

Table of Cases.

CXXV

	PAGE
Lett v. Randall	1376, 1881
Letterstedt v. Broers	1023
Letts v. Hutchins	1610
Leuton v. Brudenell, <i>Re</i> Baker	1216
Levasseur v. Mason & Barry	669 <i>Add.</i>
Lever v. Goodwin	537, [538], 542, 543
Leveson, <i>Re, Exp.</i> Arrowsmith	1665
——— <i>v.</i> Beales, <i>Re</i> Applebee	1202, 1320
Levett, <i>Re</i>	1015
Levi v. Heritage	121
Levick v. Stratham	[1535]
Levin v. Levin, <i>Re</i> Levy	97
Levy, <i>Re, Levin v. Levin</i>	97
——— <i>v.</i> Abercorres Slate Co.	1681, 1691
——— <i>v.</i> Lovell	434
——— <i>v.</i> Richardson	1163
——— <i>v.</i> Sewell, <i>Re</i> Moss	1608, 1610
——— <i>v.</i> Walker	592, 1800
Lewellin v. Cobbold	1262
Lewer, <i>Re</i>	961, 1047
Lewers v. Shaftesbury (E.)	1849
Lewes, <i>Re</i>	1391, 1616
——— (E.) <i>v.</i> Barnett	388, 409, [616]
Lewin, <i>Re</i> (16 Beav. 608)	234, 241
——— (20 Beav. 378)	804
——— <i>v.</i> Jones	1618
——— <i>v.</i> Lewin	135, [1372]
——— <i>v.</i> Trimming	220
——— <i>v.</i> Wilson	1221
Lewis's v. Lewis	112
Lewis, <i>Exp.</i>	1677
———, <i>Re</i> Claggett	1206
———, <i>Re</i>	786
———, <i>Exp.</i> Holder	1171
———, Munro	238
———, Foxwell v. Lewis	1308
———, Lewis v. Williams	724, 729, 730
——— <i>v.</i> Aberdare & Plymouth Co.	1645
——— <i>v.</i> Allenby	1141, 1146
——— <i>v.</i> Boetefeur	1147
——— <i>v.</i> Bond	1891
——— <i>v.</i> Clowes	1251
——— <i>v.</i> Duncombe	1611, 1761
——— <i>v.</i> Fothergill	503, 1892
——— <i>v.</i> Fullarton	[571], 576, 582
——— <i>v.</i> Graham	693
——— <i>v.</i> Hillman	1011, 1951
——— <i>v.</i> James 1871, [1888], 1891	
——— <i>v.</i> John	1617
——— <i>v.</i> Langdon	593
——— <i>v.</i> Lewis	1266, 1287, 1295
——— <i>v.</i> Londesborough (E.)	67 <i>Add.</i>
——— <i>v.</i> Marsh	498
——— <i>v.</i> Mathews	759, 1353
——— <i>v.</i> Morrison	[1215]
——— <i>v.</i> Nangle	778
——— <i>v.</i> Nobbs	824
——— <i>v.</i> Pennington	78

	PAGE
Lewis v. Poole	779
——— <i>v.</i> Pritchard, <i>Re</i> Pugh	723
——— <i>v.</i> Rees	1961
——— <i>v.</i> Rossiter	359
——— <i>v.</i> Thomas	326, 332
——— <i>v.</i> Trash	992
——— <i>v.</i> Weston - super - Mare Local Board	594, 603
——— <i>v.</i> Zouche (L.)	657
Lewis Bowles' Case	477, 481
Ley v. Cox	1550
——— <i>v.</i> Ley	653
——— <i>v.</i> Wolston	1561
Leycester v. Leycester	[874]
——— <i>v.</i> Logan	1215
Leyland v. Illingworth	1925
——— <i>v.</i> Stewart	579
L'Fit v. L'Batt	1195
Liardet v. Hammond Electric Light, &c. Co.	33
Licensed Victuallers' Co. v. Bingham	582
Licensed Victuallers' Co., <i>Re</i> , <i>Exp.</i> Audain	605
Lichfield Union v. Greene	1790
——— <i>v.</i> Baker	1418, 1422
Lickbarrow v. Mason	1974
Lickorish, <i>Exp.</i> , <i>Re</i> Wallis	263, 945, 1617
Liddell v. Liddell	1500
——— <i>v.</i> Norton	68
Liddiard, <i>Re</i>	1080
Lidgett v. Williams	615
Liebig, &c. Co. v. Hanbury	541, 546
Lietch & Kewney, <i>Re</i>	2046
Life Assoc. of Scotland v. Sid- dal	800, 803, 979
Light v. Governor of Anticosti.	96
Lightbody, <i>Re</i> 1022, 1055, [1077], 1080	
Lightbown v. McMyn, <i>Re</i> McMyn	783, 1201, 1782
Lightfoot v. Heron	1845
Lilford (Lord) v. Powys Kech	1293
Lill v. Lill	1065
Lilley, <i>Re</i>	950
Lillie v. Legh	1893
Lillington v. Pares, <i>Re</i> Pares	1499
Lilliott v. Compton	1361
Lillwall's Settled Trusts, <i>Re</i>	769
Lillywhite v. Trimmer	532
Limbrey v. Gurr	1141
Limehouse Bd. of Works, <i>Exp.</i> , <i>Re</i> Vallance	1196, 1337
Limerick Ry. Co., <i>Re, Exp.</i> Smyth	1500
Limpus v. Arnold	1265
Lincoln, &c. Chapel, <i>Re</i>	1100
——— <i>v.</i> Wright	963, 973, 979, 1583, 1840
Lind v. Isle of Wight Ferry Co.	1835
Lindo, <i>Re, Lindo v. Lindo</i>	[1274]
Lindon v. Hemery, <i>Re</i> Hicks	826 <i>Add.</i>
Lindsay, &c. v. Hurd	1925, 1928

	PAGE		PAGE
Lindsay v. Gibbon	808	Liverpool Improvement Act	2045
— v. Gladstone. [51, 52], 71		Livesey v. Harding	294, 295, 422,
— (E.) v. G. N. Ry.	597	1208, 1664	
— v. Tyrrell	824	Livietta, The	933
— v. Wicklow (E.)	1482	Livingstone v. The Rawyards	
Lindsell v. Phillips, <i>Re</i> Powers 276,		Coal Co.	[499], 504, 1871
1220, 1248, 1249		Llanelly Ry. v. L. & N. W. Ry.	609
Lindus, <i>Re</i>	[234]	Llanover (Lady) v. Homfray [90],	
Linford v. Gudgeon	712, 1190	95, 260	
Lingen, <i>Re</i>	[1495], 1496	Llewellyn, <i>Re</i> (37 Ch. D. 317)	481,
Lingwood v. Stowmarket &c.		1511	
Co.	[530], 533	— (1891, 3 Ch. 145).	922
Linley v. Taylor	810, 1148	—, Llewellyn v. Wil-	
Linoleum Co. v. Nairn	546, 1995	liams	1523, 1526
Lintott's Case	1182	Llewellyn, <i>Re</i> (29 Beav. 171)	978,
Linwood v. Andrews	408	1417, 1418, 1420	
Lion Brewery Co., Limited v.		—, Lane v. Lane	1246
Krussmann	[1717]	— v. Badeley	76
Lippard v. Ricketts	229, 266, 1608,	Lloyd's Banking Co. v. Jones	1748
1704		— Trade Mark, <i>Re</i>	[1990]
Lippiat v. Holley	833	— Trusts, <i>Re</i>	843, 1022
Lipscombe v. Lipscombe	1295	Lloyd & Sons, <i>Re</i> , Lloyd v.	
Lisbon, &c. Co., <i>Re</i>	278	Bottomley	1999, 2002
Lisbon-Berlin Gold Fields, Ltd.		— (D.) & Co., Lloyd v. D.	
v. Heddle	18	Lloyd & Co.	1585
Lishman's Claim	1161	—, <i>Re</i> , Edwards v. Lloyd	1526
Lister's Hosp., <i>Re</i>	1098, 2016	—, Lloyd v. Lloyd	1018
Lister, <i>Exp.</i> , <i>Re</i> Milford Docks		— v. Attwood [1152, 1176],	
Co.	2007	1703, 1750	
—, <i>Re</i>	1111	— v. Banks 422, [1663], 1664,	
— & Co., <i>Re</i>	1219	1749, 1750	
— v. Bell	284	— v. Carr, <i>Re</i> Foster	1422
— v. Hodgson	1915	— v. Cheetham	396, 469
— v. Leather	552, 570	— v. Clark	1946
— v. Lister(Hy.) & Son 1691 <i>Add.</i>		— v. Cocker	1465
— v. Stubbs 966, 1172, 1941		— v. Cross	1250
— v. Tidd	421, 422	— v. Davies	825, [1410]
— v. Turner	[1960], 1961	— v. Dimmack	103, 104, 1781
— v. Wood	693	— v. Eagle	469
Litchfield v. Jones	62, 85, 385, 387	— v. Guibert	626, 1336
Litchford, <i>Re</i>	[874] <i>Add.</i>	— v. Jones	312, 1206
Lithgow, <i>Exp.</i>	377	— v. Jones	325, 1638
Little's Will, <i>Re</i>	769	— v. Lloyd	1254, 1328
Little, <i>Re</i>	[766], 769, 1055	— v. L. C. & D. Ry.	466
—, Harrison v. Harrison 769		— v. Mason 674, 801, 927, 930	
— v. Kingswood Collieries		— v. Passingham	660
Co.	943	— v. Smith	807
Littleboy v. Spooner	686	— v. The Lloyd Co. [476], 664	
Littledale v. Young	[1588]	— v. Wait	334, 1299, 1612
Littler v. Rhyl, &c. Commrs.	2009	— v. Waite	1602
Littlewood, <i>Re</i>	[1471]	— v. Whittey	1592
— v. Pattison	2032	— v. Williams	801, 802
Litton's Case	1976	Lloyd-Phillips v. Davis, <i>Re</i>	
Litton v. Litton 130, 132, 156, 1379		Bowen	1356 <i>Add.</i>
Liverpool & Dublin Steam Co.,		“Lloyds” v. Harper [1779], 1785	
<i>Re</i>	172	Llynvi &c. Coal Co. v. Brogden	
— & Manchester Bread		[500], 504, 1871, 2069	
Co. v. Firth	57	—, Tondy & Ogmores Coal	
— &c. Co. v. Hunter, 625, 626		& Iron Co., <i>Re</i>	[2064]
— &c. Ry. Co., <i>Re</i>	2039	Loane v. Casey	1286, 1287
— Bank v. Turner	1837	Loaring, <i>Exp.</i>	1905
— Corp., <i>Re</i>	2027	Loat v. Thorpe	1731
— Household Assoc. v.		Lock v. Bagley	1451
Smith	586	— v. Lomas	229, 1618

	PAGE		PAGE
Lock v. Pearce.	276 <i>Add.</i> , 1977,	L. B. & S. C. Ry. v. Truman .	527
— v. Venables	1367	Lond. Chartered Bank, &c. v.	
— v. Willis, <i>Re</i> Bradbrook .	1481	Lemprière	760, 761, 762, 1408
Locke, <i>Re</i>	619	Lond. Chartered Bank of Aus-	
— and others, <i>Re</i>	[618]	tralia v. White	1711, 1973
— v. Colman	334	L. C. & D. Ry., <i>Exp.</i>	2033, 2058
— v. Prescott	1712	— Arrangement Act,	
— v. White	130, 330	<i>Re</i>	603
Lockett v. Carey	923	— v. Imp. Merc.	
— v. Lockett	77, 1154	Credit Assoc.	734
Lockey, <i>Re</i>	680	— v. S. E. Ry. Co. 34, 265,	
— v. Lockey	1223	1181, 1182, 1183, 1783	
Lockhart v. Hardy	326, 1583, 1658	— v. S. W. Ry. Co.	356
— v. Reilly	967	Lond. & City Land Co., <i>Re</i> .	2070,
Locking v. Parker	980, 1042, 1606,	2071	
1761		Lond. (Corp.), <i>Exp.</i>	2019, 2044
Lockwood, <i>Exp.</i>	2026	— , <i>Re</i> Sion	
— v. Ewer	1662	College	2046
— v. L. & N. W. Ry. [596]		— v. A.-G.	1104
Loder's Trusts, <i>Re</i>	769, 1742	— v. Cox	690, 691, 693,
Lodge v. Prichard	1156, 1218,	721	
1804, 1822		— v. Levy	69
— v. Prichard	[1291]	— v. London & Joint	
Loft v. Leigh	[1589]	Stock Bank	693
Lofthouse, <i>Re</i>	853, 856, 1006	— v. Low	519
Loftus v. Swift	1609, 1614	— v. Riggs	508
Logan v. Prin. of Coorg. [681],	684	Lond. Cotton Mills Co., <i>Re</i> . .	434
Login v. Prin. of Coorg. 714,	[715]	Lond. & County Bank, <i>Exp.</i> .	1958
Lomax, <i>Re</i>	2014, 2039	Lond. & County Banking Co. v.	
— v. Bird	1597	Dover	292, 1593
— v. Hide	1617	Lond. & County Banking Co. v.	
— v. Ripley	1142	Lewis	460, 621, 623, 1705
Lombe's (Sir J.) Estate, <i>Re</i> .	2079	Lond. & County Banking Co. v.	
Lond. & C. Assoc., <i>Re, Exp.</i> Pur-		Ratcliffe	1756, 1845
brook	164, 167	Lond. & County Banking Co. v.	
Lond. & C. Ass. Co., <i>Re</i> . . .	278	Terry, <i>Re</i> Sherry	1164, 1782,
— v. Lond. &		1783, 1786	
West. Ass. Co.	546	Lond. County Council v. West	
Lond. Ass. of Shipowners v.		Ham	220 <i>Add.</i>
Lond. & India Docks	145 <i>Add.</i> ,	Lond. & County Plate Glass Co.,	
602 <i>Add.</i>		<i>Re</i>	2071
Lond. Assurance v. Mansel .	1924	Lond. & County Tram. Co., <i>Re</i>	2063
Lond. & Aylesbury Ry. Co., <i>Re</i>		Lond. Financial Assoc. v. Kelk .	605
[2054]		Lond. Flour Co., <i>Re</i>	407
Lond. & C. Bank v. Strutton .	625	Lond. Founders' Ass. Lim. v.	
Lond. Bank of Mexico v. Hart .	91	Clarke	1968
Lond. Banking Co. v. Firmin, <i>Re</i>		Lond. & C. Hotels Co., Quarter-	
Firmin	385	maine's Case	1205, 1213
Lond. & Birm. Ry. v. Grand		Lond. Joint Stock Bank v. Lond.	
Junct. Canal Co.	633	Corp.	434
Lond. (Bp. of), <i>Exp.</i>	2019, 2038,	— v. Simmons	1752
2040, 2042, 2044		Lond. & Lanc. Fire Ins. Co. v.	
Lond. & Blackwall Ry. v. Cross	357,	British American Assoc. . .	368
458, 2007		Lond. & Lanc. Paper Mills Co.,	
— v. L. &		<i>Re</i>	1683
S. W. Ry.	598, 606	Lond. Land Co. v. Harris . . .	699, 1852
L. B. & S. C. Ry., <i>Re</i>	1104, 1112,	Lond. & Leeds Bank, <i>Re</i>	1925, 1933
2019, 2020, 2040, 2042, 2044		Lond. (Lord Mayor of), <i>Exp.</i> .	267, 274
L. B. & S. C. Ry. <i>Re, Exp.</i> Haber-		Lond. (Mayor of), <i>Exp.</i>	2015
dashers' Co. 2020,		— v. Lond. Joint	
[2022], 2022		Stock Bank	434
— v. Limehouse		— v. Southgate	1849
Board	457	Lond. Monetary Co. v. Brown	1584,
		1656	

	PAGE		PAGE
L. & N. W. Ry. & Midland Ry.		Long v. Hughes . . .	[1382]
Co., <i>Exp.</i> , <i>Re</i>		— v. Long . . .	901, 1080
Smith 1526, 2028		— v. Macclesfield (E.)	[673],
—, <i>Re</i> . . .	2036	— v. Millar . . .	1486
— v. Ackroyd . . .	502	— v. Ovenden . . .	1840
— v. Evans 502 <i>Add.</i>		— v. Short . . .	1265
— v. Garnett & Co. 470		— v. Stone . . .	1369, 1407
— v. Lanc. & C. Ry. 484,		— v. Storie . . .	109
486, 505		— v. Storie . . .	1646
— v. Price 602, 606, 607		Longbottom v. Berry .	1682, 1683
Lond. & Provincial Bank v.		— v. Pearce . . .	788, 902
Bogle . . .	753, 758, 772	— v. Shaw 552 <i>Add.</i> ,	570
Lond. & Provincial Fire Ins.		Longbourne v. Fisher .	971
Co., <i>Re</i> . . .	[2085], 2070	Longendale Co., <i>Re</i> . .	1585
Lond. & Provincial Lighting		Longinotto v. Morss .	1876, 1893
Co., <i>Exp.</i> Hale . . .	1935	Longman v. East . . .	368
Lond. Prov. Bldg. Soc. v. Mor-		— v. Murray . . .	573
gan . . .	1771 <i>Add.</i>	— v. Winchester . . .	579
Lond. Ry. Co., <i>Re, Exp.</i> Cooper	2043	Longmore v. Elcum . .	1238, 1309
Lond. Scottish Ben. Soc. v.		Longuet v. Hockley . .	1016
Chorley . . .	265	— v. Scawen . . .	1760, 1772
Lond. & S. W. Ry., <i>Exp.</i>	2041	Longworth's Estate . .	1482
— v. Blackmore 609,		Longworth, <i>Re</i> . . .	2015
1179, 1835		Lonsdale, <i>Re</i> . . .	[1034], 1074
— v. Bridger . . .	1876	— v. Berchtoldt 1366,	1370
— v. Facey 635, 652		— (E.) v. Curwen . .	498, 503
— v. Gomm 469,		— v. Lonsdale . . .	[642]
609, 1356		Loog v. Bean . . .	[584]
Lond. Steam Dyeing Co. v.		Loomes v. Stothard 1233,	1285, 1286,
Digby . . .	156, 223, 277	1288	
Lond. Steamboat Co., Ltd., <i>Re</i>	2072	Loosmore v. Tiverton & N.	
Lond. St., Greenwich, & C. Act,		Devon Ry. Co. . . .	1835
<i>Re</i> . . .	2041	Lopdell v. Creagh . . .	134
Lond. & Suburban Co. v. Field	470	Lord, <i>Re</i> . . .	1158, [1590]
Lond. Syndicate v. Lord 183,	962,	— v. Calton . . .	[1288]
978, 1153		— v. Colvin 205, 714, 744,	1194,
Lond. Tilbury & Southend Ry.		1334	
Co., <i>Re</i> . . .	2006	— v. Hayward, <i>Re</i> Smith	1325
Lond. Tilbury & Southend Ry.		— v. Lee . . .	357
Co. v. Kirk and Randall . .	62	— v. Lord . . .	1264
Lond. Trust Co. v. Mackenzie		— v. Wightwick 1160, 1241,	1418,
969 <i>Add.</i>		1419, 1420, 1421	
Lond. (Union Bank of) v.		— v. Wormleighton . .	924
Manby . . .	69	Lord Mayor of London, <i>Exp.</i>	267,
Lond. (Univ.) v. Yarrow . .	1141	274	
Lond. & Westminster Bank v.		Lorenz, <i>Re</i> . . .	1009
Ridgway . . .	[291]	Lorimer v. Lorimer . .	1557
Lond. Wharfage & C. Co., <i>Re</i> .	266	Loring v. Davis . . .	[1965], 1969
Lond. & Yorkshire Bank v.		Loscombe v. Russell . .	1804
Cooper . . .	68	— v. Wintringham . .	1139
Lond. & Yorkshire Bank v.		Losh v. Hayton . . .	1057
Pritt . . .	463, 467	Loughton (R. of), <i>Exp.</i> .	2042
Londonderry (Ld.) v. Nether-		Louis, <i>Re, Exp.</i> Inc. Law Soc.	951
lands Steamboat Co. . .	1781	Lound v. Grimwade 1842,	1945, 1963
Long, <i>Re</i> (17 W. R. 218) . .	1009	Lovat (L.) v. D. Leeds .	481
— (1 W. R. 226) . . .	2032, 2043	Love, <i>Exp.</i> , <i>Re</i> Williams .	249 <i>Add.</i>
— (12 W. R. 460) . . .	2041	—, <i>Re, Exp.</i> Watson . .	1671
—, <i>Exp.</i> Fuller . . .	922	—, Hill v. Spurgeon . .	992,
— v. Bowring 1843, [1887],		1270	
1892		— v. Bell . . .	501, 503
— v. Collier . . .	1875	— v. Hills, <i>Re</i> Miller & Miller,	
— v. Crossley . . .	42, 43	<i>Re</i> French . . .	34
— v. Gardner, <i>Re</i> Gardner	1264	Loveband, <i>Re</i> . . .	[2037]
<i>Add.</i>			

Table of Cases.

CXXIX

	PAGE
Loveday, <i>Re</i> , Aylmer v. Winter-botham	786, [1245]
— v. Chapman	1644, 1645, 1646
Lovejoy v. Mulkern	1767
Lovelace, <i>Re</i>	206
Lovell v. Edwards, <i>Re</i> Edwards	[697]
— v. Hicks	1928
— v. Newton	770
— v. Wallis	92
Loveman, <i>Re</i> , Watson v. Watson	1368
Loveridge v. Cooper	1663
Lovesy v. Smith	777, 1441, 1946
Lovett, <i>Re</i> , Ambler v. Lindsay	1197, 1320
— v. Lovett	802
Low v. Bouverie	962, 1749, 1924
— v. Innes	454
— v. Routledge	578, 579
— v. Ward	579
Lowden v. Blakey	78, 82
Lowe's Will, <i>Re</i>	2045
Lowe, <i>Re</i> , Danily v. Platt	1325
— v. Blakemore	434
— v. Dixon	1785
— v. Fox	751
— v. Holme	227
— v. Lowe	730
— v. Morgan	1600
Lowestoft (Manor of), <i>Re</i> , <i>Exp.</i> Reeve	2016, 2029
—, &c. Tram Co., <i>Re</i>	2063
Lewis v. Rumney	1224, 1287
Lowndes, <i>Re</i>	1955
— v. Bettle	483, 486, 630
— v. Collens	1181, 1182
— v. Norton	479, 481, [1474], 1474
— v. Thomas	[483]
Lowry, <i>Re</i>	1043, 1069
— v. Fulton	963, 1196, 1197
Lows, <i>Exp.</i>	122, 734
— v. Telford	1629
Lowten v. Colchester (Corp.)	395
Lowther v. Bentinck	1458, 1465
— v. Caledonian Ry. Co.	2006
— v. Cuffe, <i>Re</i> Sherrard	1047, [1064]
— v. Heaver	40, 1165, 1836, 1848
— v. Lowther	1931
— (E.) v. Westmoreland	1450
Lowthian v. Hasell	1205, 1208, 1226
Lowton v. Lowton	1499
Loxley v. Heath	1440, 1441
Loyd v. Mansell	830
Luard v. Lane, <i>Re</i> Lane	1368, 1369
Lubbock v. British Bank of S. Africa	1421, 1483, 1806
— v. British Bank of S. America	605 <i>Add.</i>
Lucan (E. of), <i>Re</i> , Fitzhardinge (Ld.) v. Cobden	1428
Lucas, <i>Re</i> , Parish v. Hudson	1368

	PAGE
Lucas v. Brandreth	1306, 1327
— v. Calcraft	808
— v. Clark	[827]
— v. Cooke	578, 581
— v. Cutts	[1801]
— v. Dennison	1606
— v. Harris	396, 652, 666, 669
— v. Jones	1143
— v. King	[851], 856
— v. Lucas	760
— v. Peacock	258, 259, 421, 930
— v. Seale	1213
— v. Siggers	704
— v. Williams	581 <i>Add.</i>
Luccraft v. Hite	1909
Lucena v. Barnewall	1466
Luckcraft v. Pridham	1146, 1268
Luckie, <i>Re</i> , Nixon v. Luckie	[55]
Lucknow v. Brown	853
Ludbrook v. Barrett	1172
Luddy's Trustee v. Peard	939
Luddy, <i>Re</i> Peard v. Morton	1355
Ludgater v. Channell	680, 686
Ludlow (C. of) v. Greenhouse	1098, 1099
Ludmore, <i>Re</i>	377
Luke, <i>Re</i>	790
— v. S. Kensington Hotel Co.	42, 1600
— v. Tonkin, <i>Re</i> Symons	986
Luker v. Dennis	470
Lulham, <i>Re</i> , Brunton v. Lulham	1493
—, Lulham v. Brunton	1960
Lumb v. Beaumont	86, 503 [524]
— v. Desborough, <i>Re</i> Keane	932
— v. Teal	448, 735
Lumley v. Brooks	36, 212
— v. Nicholson	1173
— v. Simmons	1679, 1680
— v. Timms	1840, 1852
— v. Wagner	467
Lumsden's Case	836
Lund v. Blanshard	970
— v. Campbell	224, 361
Lundie, <i>Re</i>	[1713]
Lunham v. Blundell	964
Lunn v. Thornton	1681
Lupton v. White	1156
Luscombe v. Steer	64, 72, 525
Lush's Trusts, <i>Re</i>	761, 804
Lush, <i>Re</i>	1041, 1065
Lusher v. Gibbs	525
Lushington v. Boldero	473, 481
Lusty, <i>Re</i>	1693
Lutwyche v. Winford	312
Luxmore, <i>Re</i> , Gordon v. Woods	387
— v. Clifton	1202
Lyall v. Lyall	205, 206
— v. Weldhen	704
Lybbe v. Hart	466, 470
Lycett v. Staff. &c. Ry.	610, 1902, 1905
Lydall v. Martinson	[42]

	PAGE
Lyddon v. Ellison	1450, 1462
— v. Moss	938, 940
Lydney Iron Co. v. Bird 28, 223, 916, 1173, 1938, 1941	
Lye, <i>Re</i>	2042
Lyell v. Kennedy 56, 60, 61, 62, 64, 75, 76, 78, 79, 80, 86, 135, 137, 981, 1056, 1165	
Lyle v. Ellwood	98, 137, 315
— v. Yarborough (E.)	1875
Lynall's Trusts, <i>Re</i>	1142
Lynch, <i>Exp.</i>	835
— v. Chance	261 <i>Add.</i>
— v. Commrs. of Sewers	604
— v. Joyce	1206
— v. Kelly	1208
— v. Macdonald	130, 325
Lyndon, <i>Re</i>	1997
Lyne, <i>Re</i> , Sands v. Lyne	1255
— v. Willis	830
Lynes, <i>Re</i> , <i>Exp.</i> Lester	774 <i>Add.</i>
Lynn and Sexton, <i>Re</i> Bur- roughes	[1882], 1885
Lyon v. Dillimore	492
— v. Fishmongers' Co. [512], 513	
— v. Home	[1944], 1945
— v. Johnson	355, 356
— v. Morris	1679, 1680
— v. Tweddell	74, 77, 1808
Lyons, <i>Exp.</i>	1954
—, <i>Re</i>	888
— v. Blenkin	880, 884, [890]
— v. E. I. Co.	1145
— v. Hoffnung	1974
—, (M. of) v. Adv. Gen. of Bengal	1091, 1145
— v. Morris	442, 443
— v. Tucker	1674
Lys v. Lys	1553
Lysaght v. Edwards	320, 1306
— v. Westmacott 1734, [1759]	
Lyse v. Kingdon	996, 997
Lyster v. Dolland	1722
Lyttleton v. Blackburn	593
— v. Cross	1201, 1204
Lytton v. Devey	585
— v. G. N. Ry. Co.	1836, 1895

M.

M., <i>Re</i>	415
M. S. & L. Ry. Co. v. North Central Waggon Co.	1670
M. T., <i>Re</i>	949
M. v. C.	898
Mabbett, <i>Re</i> , Pitman v. Hol- borrow	1377
Maber v. Maber	1221
Maberley, <i>Re</i> , Maberley v. Ma- berley	1001, 1003, 1527
Maberly's Settled Estates, <i>Re</i>	1514

	PAGE
Maberly v. Robins	1182
McAckland v. Shaw	1408
McAleeman v. Coning, <i>Re</i> March's Estate	[88]
MacAlister v. Bishop of Roches- ter	58
M'Alister v. Walters	99, 278
McAlphin v. McAlphin, <i>Re</i> Macdonald	1219
Macalpin v. Macdonald	1232
MacAlpine v. Calder	364 <i>Add.</i>
— v. McAlpins, <i>Re</i> Moore	1024, 1042
— v. Moore, <i>Re</i> Moore 1078	
M'Andrew v. Barker	729, 730, 731, 732
— v. Bassett	541, 545
McArthur v. Dudgeon	1158
Macartney v. Graham	1614, 1911
Macaulay, <i>Exp.</i>	2024
— v. Shackell	83
McBean v. Deane	665, 1665
Macbeath v. Haldimand	349
Macbryde v. Weekes	1847
McCabe v. Bank of Ireland	117
M'Calmont v. Rankin	1181, 1837
M'Carogher v. Whieldon	1464
M'Carthy v. Decaix	1914
— v. Gould	396
— v. Llandaff	1609
McClatchie v. Haslam [1942], 1945	
M'Clean v. Kennard	1830
McClelland v. Shaw	1407
McClellan, <i>Re</i> , McClellan v. McClellan	723
Macclesfield Canal Act, <i>Re</i>	2029
— School, <i>Re</i>	2018
— (E.) v. Fitton	1609
— v. Owen	301
M'Clintoch, <i>Re</i>	1509
M'Combe v. Gray	415
McConnell, <i>Re</i> , Saunders v. McConnell	735, 737
Maccord v. Osborne	837
M'Cormack v. M'Cormack	1441
M'Cormick v. Garnett	801, 804
— v. Grogan	1141
M'Corquodale v. Bell	58
M'Crea v. Holdsworth	580
McCreight and McCreight	859
McCullagh v. Littledale	778
M'Culloch, <i>Re</i>	843
— v. Gregory	312, 1874
McCulloch's, <i>Re</i>	845
M'Curdy's Settled Estates, <i>Re</i>	1531
Macdonald, <i>Re</i> , <i>Exp.</i> Grant	1784
—, McAlphin v. McAlphin	1219
— v. Carington	36
— v. Foster	152, 1207
— v. Irvine	1417
— v. Macdonald 1144, 1145, 1147, 1336	
— v. Mackenzie	784, 788

Table of Cases.

CXXXI

	PAGE		PAGE
Macdonald v. Richardson	989, 1827, 1828, 1829, 1830	Mackenzie v. Childers	470, 1356
— v. Tacquah Co.	433	— v. Johnston	1170
— v. Whitfield	1785	— v. Mackenzie (5 D. & S. 338)	416, [1039], 1050, 1052, 1054
Macdonell v. Harding	964	— v. Mackenzie (3 Mac. & G. 559)	1327
M'Donnell v. M'Mahon	1613	— v. Mackintosh	930
— v. Morrow	1367	— v. Taylor	1266, 1268, 1422
— v. Walshe	1635	McKenzie v. Coulson	1915
Macdonough, Re	1785	— v. Heaketh [1889]	1893
M'Donough v. Shewbridge	1300	McKeown, Re	1189
Macdougall v. Knight	117, 587, 944	Mackett v. Baylis	[822]
Macdougall v. Gardiner	602	— v. Herne Bay Commrs.	407, [587], 588
— v. General Sewage &c. Co.	337	Mackie v. Darling	1199, 1262, 1338
— v. Jersey Hotel Co.	605	— v. Mackie	1419
Macdowall, Re	685	Mackinlay, Re	1615
McErvan v. Crombie	991, 992	—, Ward v. Mackinlay	1208
Macey v. Gilbert	1680	McKinney, Re	1753
McFadzen v. Corp. of Liverpool	59, 83	Mackintosh, Re., Exp. Mackintosh	378
Macfarlan v. Rolt	50, 64, 80	— v. G. W. Ry.	743, 745
Macfarlane, Re	855, [1012], 1014	Mackreth v. Symmons [1707]	1710, 1905
— v. Lister	922, 931	— v. Walmsley	1787
M'Gachen v. Dew	960, 970, 979	Mackworth v. Thomas	1378
McGowan, Exp., Re Ashton	917	Maclaren v. Stainton	346, 459
—, Re, McGowan v. Murray	269	Maclean, Re	206
— v. Middleton	35, 115	— v. Dawson	25, 1192, 1196
McGrath, Re (1892, 2 Ch. 496)	843, 848, 884, 886, 887	— v. Jones	65 Add.
Macgregor Laird, The	72	— v. Ramsay	[892]
M'Gregor v. Bainbrigge	334, 1796	McLean v. Kennard	1816, 1818
— v. M'Gregor	777, 813, 814	— v. Smith, Re Pearse	1266, 1268
— v. Topham	330	Macleay, Re	1355
M'Gurry v. White	754	Macleod v. Annesley	1250
Machell v. Newman, Re Thompson	1327, [1345]	M'Leod v. Annesley	[972], 975
McHenry v. Davies	[756], 761	— v. Buchanan	421, 422
— v. Lewis	118, 625, 626	— v. Drummond	1296, 1297
Machn, Re	1355	— v. Jones	[622], 622, 629, 937, 939, 940, 1636
M'Intosh's Settlement, Re	1009	Macleur v. Macleur	713
M'Intosh v. G. W. Ry.	65, 95, 286, [1150], 1155, 1158, 1180	M'Loughlin v. Dwyer	83
— v. Romford Local Bd.	[519], 519	Maclure, Exp.	1173
McIntyre's Trusts, Re	762	McMahon, Re, McMahon v. McMahon	1703
McIntyre v. McGavin	747 Add.	— v. Burchell	134, 1160, 1389
Mack v. Petter	539	— v. M'Elroy	1392
McKay's Case	969, 1941	— v. North Kent Iron-works Co.	663
Mackay, Exp.	1630, 1676	— v. Rawlings	1196
— v. Commercial Bank of New Brunswick	1926	McManus v. Cooke	469, 462, 1837, 1840
— v. Dick	1841	McMillan, Exp.	1825
— v. Douglas	1955, 1957	Macmurdo, Re, Benfield v. Macmurdo	1710
McKean's Patent	1983	McMurdo, Exp., Re Sedgwick	429
McKenna v. Parkes	1803, 1810	M'Murray v. Cadwell	556
Mackenzie's Settlement, Re	1429, 1430, 1431	— v. Mathew, Re Smith's Estate	701, 705, 706, 1279
— Trusts, Re	1001, 1003, 1527		
Mackenzie, Exp.	706, 1958		
—, Re	358		
—, Exp. Short	236 Add.		
— v. British Linen Co.	1921		

	PAGE		PAGE
M'Murray v. Spicer 1048, 1847, 1850, 1857		Magnus v. Queensland Nat. Bank	964, 1603
McMyn, Re, Lighttown v. McMyn 783, 1201, 1782		Magor, Re	688
McNair v. Audenshaw Paint Co. 731		Magrath v. Morehead	1452
M'Namara v. Williams	1873	Maguire, Re	1091, 1094
Macnee v. Gout	1667	Mahon, Re	259 <i>Add.</i> , 269 <i>Add.</i>
— v. Persian Investment Corp.	469	— v. Dawson	831
M'Neillie v. Acton	1314	— v. Savage	1095
Macnichol, Re, Macnichol v. Macnichol	1218	Mahoney v. McGarthy	782
Macnicoll v. Parnell	668, 669	Mahony v. Widows' L. A. Fund	82
Macoubry v. Jones	1460	Maiden Newton (R. of), Exp.	
McPhail, Exp.	19, 458, 615	— Wilts. &c. Ry.	2018
Macpherson v. Macpherson	1419, 1430	Maidstone and Ashford Ry. Co., Exp.	274
— v. Scottish Rights of Way Soc.	509	Maidstone and Ashford Ry. Co., Exp. v. Exp. Bala & Festiniog Ry. Co.	2015, 2033
— v. Watt 939, 1931, 1941, 1947		Main, Re	1392
McRae, Re, Forster v. Davis	705	Maingay v. Lewis	1789
— v. Evans	1656	Mainland v. Upjohn	1598, 1637, 1639, 1640
— v. Holdsworth	575	Mainwaring's Settlement, Re	1430
McRea, Re, Norden v. McRea	1233	Mainwaring, Re	1040
Macreight, Re, Paxton v. Macreight	1335	Mair v. Himalaya Tea Co.	607, 1173
M'Veagh's Estate, Re	1217	Mais, Re	1078
M'Veagh, Re	67, [1008], 1009	Maitland v. Backhouse	617, 868, 1946
— M'Veagh v. Croall [53]		— v. Irving	868
— v. Croall	725	Major v. Major	1233, 1265, 1268
McVicker's Contract, Re	1326	Makepeace v. Rogers	1170
McVicker, Re	1855	Makin v. Hughes	[1694]
Maddeford v. Austwich 1158, 1254, 1931		Makings v. Makings	1481, 1608
Madden v. Baxter	849	Makins v. Ibotson & Sons	663
Maddever, Re, Three Towns Banking Co. v. Maddever	1953, 1957	— v. Percy Ibotson & Co.	649
Maddison v. Alderson	1840	— v. Percy Ibotson & Sons	649
— v. Chapman	1267	Malan v. Young	131
Maddy v. Hale 978, [1490], 1492, 1494, 2032		Malcklin v. Richardson	630
Madeley v. Booth	1844, 1880	Malcolm v. O'Callaghan	653
Madell v. Thomas	1670	Maldon v. Tyson	1876
Maden v. Taylor	1327	Malet, Re	1441
Madgett v. Madgett	[1409]	Mali Ivo, The	625
Madgwick, Re	274, 2015	Malins v. Greenway	915
— v. Wimble	662, 1315	— v. Price	328
Madras Irrigation Co., Re	727	Mallack v. Galton	779, 830
Madrid Bank v. Bayley	59	Mallan v. May	468
Magawley, Re	1010	Mallett v. Hanley	262
Magdalen Coll. Oxford, Exp. [2078]		— v. Rouse	899
— v. A.-G.	1120	Malling Union v. Graham	1788
— President and Scholars, Re	2017	Mallinson v. Mallinson	884
— Hosp. v. Knotts	1120, 1121	— v. Siddle	1349, [1542]
Magd. Land Char., Re	1098	Mallock v. Still	1730
Maggi, Re, Winehouse v. Winehouse	1201, 1721	Malmesbury Ry. v. Budd	357
Magnus v. Nat. Bank of Scotland	113, 121	— v. Malmesbury	1441, 1442, 1913, 1916
		Malone v. Henslaw	1846
		— v. Malone	337
		Mammoth, The	260, 263
		Man v. Ricketts	165, 747
		Manby, Re	[913], 946
		— v. Bewicke	64, 133, 134, 135, 1222
		— v. Manby	1224
		— v. Robinson	441
		— v. Scott	780

Table of Cases.

cxixiii

	PAGE
Manceaux, Re	1982
Manch. &c. Banking Co., Exp.	1706
Manch. Corp. Waterworks Act, Re	[718]
Manch. (Corp. of) v. Williams	587
Manch. (Dean, &c. of), Exp.	2040
Manch. (D. of), Re	[841], 1484
Manch. Economic Bldg. Soc., Re	728, 732, 733
Manch. & Liverpool Banking Co. v. Beales, Re Johnson	284, 724, 730
Manch. & Liverpool Banking Co. v. Parkinson	456, 667, 1658
Manch. (Mayor of) v. Lyons	519
Manch., Middleton & District Tram. Co.	2060 <i>Add.</i>
Manch. & Milford Ry. Co. (Devil's Bridge Branch) [2055]	
Manch. & Milford Ry. Co., Re, Exp. Cambrian Ry. Co.	378
Manch. & Milford Ry. Co., Re [650], ...	664, 665
Manch. New Coll., Re	1098, 1099
Manch. &c. Co. v. Slagg	59
Manch. &c. Ry. Co. v. Brooks	1159
Manch. Royal Infirmary, Manchester, &c. v. A.-G.	1003, 1123
Manch. School Case	1084, 1096
Manch. S. & L. Ry., Re	2044
Manch. S. & L. Ry. v. Johnson	502
Manch. & Southport Ry., Re	2045
Manch. Union Bank v. Beech	1789
Mandeno v. Mandeno	292, 831, [1350]
Mander v. Falcke	387 <i>Add.</i> , 469 <i>Add.</i>
— v. Harris, Re March	752, 773, 774, 782, 800
Manders, Re, Manders v. Manders	886
Mandeville v. Mandeville	1197
Mangan v. Met. Electric Supply Co.	325 <i>Add.</i> , 326, 726
Mangle v. Dixon	1663
Manisty v. Churchill, Re Churchill	1200, 1792
— v. Kenealy	[8]
Manlove v. Ball	1639
Manly v. Hawkins	660
Mann v. Brodie	509
— v. Edinburgh	602 <i>Add.</i> , 606 <i>Add.</i>
— v. Kendall	1151, 1158, 1800
— v. Knapp, Re Kenyon's Estate	1368
— v. Patent Tram Cable Corp.	618
— v. Perry	387
— v. Rickettes	134, [746]
— v. Stennett	681
— v. Stephens	632
Manners v. Charlesworth	1550, 1563
— v. Furze	654, 661

	PAGE
Manners (L.) v. Johnson	470
— v. Mew [1744] , 1748, 1755	
Manning, Re	378, 1077, 1082
— v. Farquharson	693
— v. Markham	1731
— v. Purcell	1195, [1361]
— v. Spooner	1406, 1407
Manningford v. Toleman	965, 1748
Mannox v. Greener	1350
Mansel, Re	1511
— Rhodes v. Jenkins	160, 719, 733, 992, 1003, 1270
— v. A.-G.	39
— v. Clanricarde	93
— v. Norton	1483
Mansell v. British Linen Bank	455 <i>Add.</i>
— v. Feeney	64, 67, 72, 74
Mansen v. Baillie	998
Manser v. Dix	80
Mansergh v. Campbell	1374, 1376
Mansfield v. Childerhouse	1845
— v. Green	204
— v. Mansfield, Re Cuno	773, 782
— v. Ogle	161, 286, 427, 1182, 1201, 1378, 1379, 1625, 1720, 1761
— Union v. Wright	1790
Manson v. Thacker	308, 1881
Mant v. Leith	965, 976, 1004
— v. Smith	236
Manton v. Roe	1190
— v. Tabors	1367, 1368
Maple & Co. v. Junior Army &c. Stores	579
Mapleson v. Masini	28
Mapping v. Savory	1893
Marbella Co. v. Allen	747
March's Est., Re, M'Alceman v. Coning	[88]
— Re, Mander v. Harris	752, 773, 774, 782, 800
— v. A.-G.	1145
— v. Bailey	329
— v. Bird	548
— v. March	817
— v. Russell	1395, 1396
Marchant v. Marchant	655
Marcus-Davis, Re	690
Marcus v. G. S. N. Co.	264
Mare v. Lewis	944, 945, 1171
Marg. Anspach v. Noel	1872
Margetts v. Perks	962, 970
Margrett, Exp., Re Soltykoff	835
Maria Anna Davies, Re	415
Marine Invest. Co. v. Havside	140, 1910
Marine Mansions Co., Re	1692
Marker v. Marker	[474], 478
Markey v. Cooke	1870
Markham, Re, Markham v. Markham	727
— v. Tibbits	1348

	PAGE		PAGE
Markwell, <i>Re</i> , Land Credit Co. of Ireland	1190	Marshall v. Berridge	1681, 1834, 1838
— v. Markwell	1202	— v. Colman	662, 1797
Markwick v. Hardingham 1608, 1607		— v. Crowther	1420, 1608
— v. Pawson	113, 460	— v. Glamorgan Iron Co.	1585, 1836
Marlborough's (D. of) Case	1155	— v. M'Aravey	1211, 1213
— Settlement, <i>Re</i>	1511, [1520]	— v. Marshall (38 Ch. Div. 330)	18
Marlborough (D.), <i>Re</i>	2014	— v. — (5 P. D. 19)	814
— v. Majoribanks [1520], 1523		— v. — (V. C. B., 28 Jan. 1871) 1802, 1805	
— v. St. John	473, 482	— v. Nat. Prov. Bank of England	1752
— v. Sartoris	1511	— v. Nunn	[1622]
— v. Strong	1180	— v. Poole	1181
Marler v. Tommas	961	— v. Ross	543
Marman's Trusts, <i>Re</i>	912	— v. Scarb. & Whitby Ry. Co.	610
Marner's Trusts, <i>Re</i>	1016	— v. Shrewsbury 1299, 1657, 1705	
Marony v. Taylor, <i>Re</i> Wickham 117		— v. Sladden	1019, 1023
Marples v. Hartley	1675	— v. Smith	808
Marrett, <i>Re</i> , Chalmers v. Wingfield	1335	— v. Watson	585, 592
Marriage, <i>Re</i>	2036	Marsham, <i>Re</i>	205, 1016
Marriner v. Bp. of Bath and Wells 393		Marshfield, <i>Re</i> , Marshfield v. Hutchings	67, 72, 1611
Marriott, <i>Re</i>	1079	Marsland, <i>Re</i>	804, 1335
— v. Anchor Reversionary Co.	1, 1634	— v. Hole	731
— v. Chamberlain	73, 74, 78	Marson v. L. C. & D. Ry. [2008], 2008, 2009, 2010	
— v. Kirkham	1592, 1601	Martano v. Mann	28, 751
— v. Marriott	34	Martelli v. Holloway	1370
— v. Tarpley	482	Marten v. Roche, Eyton & Co. 966	
Marris v. Ingram	385, 386	Martens v. Walley, <i>Re</i> Sergeant 1327	
Marrow, <i>Re</i>	340	Martin's Claim	1797
Marsden's Trusts	1467	Martin, <i>Re</i> (41 Ch. Div. 381)	267
Marsden, <i>Re</i> , Bowden v. Layland 980, 1224		— (2 R. & M. 674, n.).	406
—, <i>Exp.</i> Lancaster	1959	— (6 Beav. 337).	950
—, Withington v. Neumann	266	— (M. R. 28 Dec. 1859, B. 468) [1008], 1009	
— v. Kent	1319, 1417	— (W. N. (86) 183)	1043
— v. Lanc. & Yorks. Ry. Co.	729	— (34 Ch. Div. 618)	1045, 1082
— v. Meadows	1670	— (17 Jur. 30)	2020, 2086
Marseilles Ry. Co., <i>Re</i> , Smallpage's Case	626	—, Hunt v. Chambers 325, 326, 726	
Marsh & Earl Granville, <i>Re</i>	1843, 1855, 1885, 1960	— Land Improv. Co. v. Martin	1079
—, <i>Re</i>	241	— v. Bannister	458
—, Mason v. Thorne	1253	— v. Beauchamp (E.) 117, 118	
— v. A.-G.	1009, 1091	— v. Foster	900, 901, 902
— v. Goodall	[405], 670	— v. Freeman	[1128]
— v. Hunter	62	— v. —, <i>Re</i> Taylor 1141	
— v. Jones	1869	— v. Gale [834], 835, 1219	
— v. Keith	78	— v. Gibbon	1970
— v. Lee	1755, 1756	— v. Hadlow	292, [1206]
— v. Marsh	818	— v. Headon	492
— v. Wells	480	— v. Hobson	1830
Marshal v. Curtwell	1428	— v. Kerridge	404
Marshall's Estates	791	— v. Lacon, <i>Re</i> Christmas 1143, 1145	
Marshall, <i>Exp.</i>	726	— v. Lamb, <i>Re</i> Bosworth 993	
—, <i>Re</i>	[767]	— v. L. C. & D. Ry. Co. 2036	
—, Bowyer v. Marshall 284			
— v. Aizlewood	320		

Table of Cases.

CCCCV

	PAGE
Martin v. Margham	1090, 1094
— v. Martin	[851], 856
— v. —, Re Bourne	1195
— v. Persse	997
— v. Porter	504
— v. Pycroft	329, 1840
— v. Spicer	58, 470
— v. Treacher	60, 84
— v. Trimmer, Re David-son	763, 1344
— v. Williams	1958
Martin Pye, Re	1055
Martindale v. Booth	1676
Martineau v. Briggs	1451
— v. Rogers	1267
Martinez, Re	1082
Martinus v. Helmuth	440
Martinson v. Clowes	965
Martyn, Re	1073, 1079
—, Re Toutt's Will	1071, 1079
— v. Blake	1378, 1379, 1380, 1761, 1182
Martyr v. Lawrence	484
Mary, Ann, The	1742
— Smith, Re	873, 1307
— The	84
Marylebone Impt. Act, Re	2039
Maryport Ry. Co., Re	2044
Marzetti's Case	968
Mascal v. Mascal	1352
Mask, Re	248
Mason, Re	1047
—, Mason v. Cattley	81, 1269
—, — v. Mason	1481, [1348] Add.
—, — v. Robinson	1379
— v. Armitage	1836
— v. Bogg	1212
— v. Brentini	227, [256], 257
— v. Goodrich	870
— v. Hamilton	444
— v. Harris	602, 608
— v. Lunatic, Re, Re Cut-lers' Settlement	[1072]
— v. Mason	1067
— v. Mercer, Re Gurney	981 Add.
— v. Sainsbury	1784
— v. Stokes Bay Co.	1835
— v. Taylor, Re Taylor	922
— v. Thorne, Re Marsh	1253
— v. Westoby	660, 1633, 1639
Masonic Ins. Co. v. Sharpe	1225
— v. —, Re Sharpe	940, 981, 1165
Maspons v. Mildred	1163
Massam v. Thorley & Co.	[539], 541, 544, 546
Massden's Will, Re	1014
Massey, Re (8 Beav. 461)	249, 252, 996
— (34 Beav. 463)	251
— (9 Eq. 367)	917
— Lopes, Exp., Re South Devon Ry.	[2012], 2012

	PAGE
Massey & Carey, Re.	262
— v. Allen	26, 28, 135
— v. Graham	1420
— v. Heynes	18
— v. Massey	986
— v. Moss	1272
— v. Rowen	759, 760
Massie v. Drake	247
Massingberd's Sett., Re	978, 977, 1004
—, Holloway v. Trelawny	[974]
Master v. Hansard	459, 470
— v. Saunders, Re Saunders	1376
Masterman v. France	674
Masters' Clerks, Re	944
Masters, Exp.	737
— v. Barnes	1277
— v. Braban	1604
— v. Masters	1406
Matchett v. Palmer	303
Mather v. Fraser	1682, 1683
Mathers v. Green	569
Matheson v. Goodwyn, Re Flower	1422, 1422 Add.
Mathew v. Brise	867
— v. Keble	1461
Mathews v. Chichester	27
— v. Jones	1119
— v. Saurin	1781
Mathias v. Wilts and Bucks Can. Co.	603
Mathieson v. Harrod	578
Matson v. Dennis	1873
— v. Smith	1194
— v. Swift	340
Matterson v. Elderfield	1766
Matthaei v. Galitzin	626
Matthew, Re	1055
— v. Hanscomb	1759
— v. Jennens	[1815]
— v. Northern Ass. Co.	439, 1012
— v. Swallow	[1850]
— v. Wilson	2027
Matthewman's Case	761, 762
Matthews, Re	886, 1078
— v. Antrobus	115
— v. Bagshaw	1278
— v. Bath & Wells (Bp.)	1550
— v. Bloxom	1787
— v. Brise	964
— v. Gooday	1584
— v. G. N. Ry.	605
— v. Matthews	701, 706
— v. Maude	1421
— v. Munster	112
— v. Nicholls	[957], 977
— v. Palmer	705
— v. Terrell	963
— v. Wallwyn	1636, 1704
— v. Whittle	755, 773
Matthewson v. Stockdale	579
Matthias v. Matthias	229
Matthie v. Edwards	623

	PAGE		PAGE
Matthison v. Clarke	998, 1640	Mayd v. Field	760, 1270, 1352,
Mattock v. Heath	83		1408, 1464
Maturin v. Tredinnick	1927, 1928	Mayer, <i>Re</i>	659
Maudesley v. Maudesley	712	— v. Collins	67 <i>Add.</i>
Maudslay v. Maudslay	817	— v. Mayer	1450
Maugham, <i>Re, Exp.</i> Monk-		— v. Murray	169, 986, 1622,
house	1891		1634, 1805
—, <i>Re, Re</i> Mewburn's		— v. Spence	550
Estate	1014	Mayes v. Ballard	[1540]
Maughan v. Blake	40, 1198	— v. Mayes	1217
Maule v. Davis, <i>Re</i> Motion	1954	Mayhew, <i>Re</i> , Rowles v. May-	
Mauilin v. Rogers	724	hew	1233, 1268
Maund v. Allies	70, 1178, 1179	— v. Crickett	1789, 1790
Maunder, <i>Re</i>	359	— v. Maxwell	573, 581
— v. Lloyd	1801, 1804	Maynard's Trusts, <i>Re</i> [2082],	2082
Maundrell v. Maundrell	1756	Maynard v. Gibson	478
Maunsell, <i>Exp.</i>	680, 681	— v. Moseley	144
— v. Mid. G. W. (Ire-		Mayne v. Butter	98
land) Ry.	603, 606	Mayor v. Collins	59, 824
Maure v. Harrison	1782	Meacham v. Cooper	1158
Maw v. Pearson 964, 971, 993,	1170	Meacock, <i>Re</i> , Meacock v. Mea-	
— v. Topham	1879	cock	1380
Mawe v. Heaviside	788	Mead, <i>Re</i> , Austin v. Mead 1370,	1371
Mawer's Case	451	— v. L. Orrery	1629
Mawman v. Tegg	576, 577, 580	Meaden v. Sealey	652
Mawson v. Blane	837	Meades, <i>Re</i>	887
— v. Fletcher	1856, 1880	Meadowcroft, <i>Re</i>	1026
Maxfield v. Burton 965, 1747,	1750,	Meadows v. Meadows	1916
	1751	Meager v. Pellew	754, 768
Maxim-Nordenfelt Guns, &c.		Meakin v. Sykes	158
Co. v. Nordenfelt 66 <i>Add.</i> ,		Mealor v. Talbot (E.)	439
— 468 <i>Add.</i>		Mears v. Best	292, 1592
—, Weston Co., <i>Re</i>	2070	— v. Knapp	937
Maxima, The	615	Mechiels v. Empire Palace . 28 <i>Add.</i>	
Maxted v. Paine (No. 1)	1969, 1970	Medewe, <i>Re</i>	1164
— v. — (No. 2) 1968, 1969,	1970	Medland, <i>Re</i> , Eland v. Medland	264,
			276, 734, 975, 1248
Maxwell's Trusts, <i>Re</i>	1482	Medley, <i>Re</i>	888
Maxwell v. Du Boison	[637]	Medlock, <i>Re</i> , Ruffle v. Medlock	858,
— v. Hogg	579		1265
— v. Hyslop	1295	Medow, <i>Re</i>	341
— v. Maxwell	1294, 1343	Meek v. Bayliss	1704
— v. Somerton	573	— v. Burnley	[103]
— v. Wightwick	1618, 1619	— v. Chamberlain	809, 1602
May, <i>Exp.</i> , <i>Re</i> Spackman	923	— v. Devenish	1308
—, <i>Re</i>	2088	— v. Saw	[1243, 1262]
—, Crawford v. May 878, 1287		— v. Ward	98
— v. Armstrong	996, 1016	Meeus, <i>Re</i>	1993, 1996, 1999
— v. Bennett	1380	Megaw v. Diarmid	58, 60
— v. Biggenden	241, 266, 1180	Meggott v. Meggott	[805]
— v. Dowse	274, 2015	Megrath v. Gray	1790
— v. G. W. Ry.	609	Megson v. Hindle	1325
— v. Harcourt	357	Mehrtens v. Andrews	1422
— v. Hawkins	84	Meinertzhagen v. Davis	1080
— v. May (33 Beav. 81)	140	— v. Walters	1265,
— v. — (21 July, 1874)	1280		1352, 1463
— v. Newton 92, 108, 134, 316,		Melbourne Banking Corp. v.	
	1251, 1325	Brougham	1637, 1979
— v. O'Neill	463	Meldola v. Portbury	895
— v. Selby	970, 1189	Meldrum v. Hayes	993
— v. Thomson	1836, 1839	— v. Scorer	971
Maybery v. Brooking	142, 280, 1238	Melland v. Gray	984, 988, 1202,
— v. Mansfield	377		1585
		Meller v. Woods	[1695]

	PAGE		PAGE
Mellersh v. Brown	1611	Merchant Taylors' Co., <i>Re</i> (10	
— v. Keen [1802], 1807, 1817		Beav. 485)	2042
Mellin v. Lersner	590	Merchant Taylors' Co. v. Trus-	
Melling v. Bird	2028, 2029, 2041	cott	462
Mellington v. Harwood	224 <i>Add.</i>	Merchant Trading Co. v. Ban-	
Mellish v. Mellish	1379	ner	466, 1836
— v. Swire, <i>Re</i> Swire	165,	Mercier v. Cotton	56, 58
—	168, 702, 706	— v. Pepperell	358
— v. Vallins	1295	Meredith, <i>Re</i> , <i>Exp.</i> Chicks	399
Mellor's Policy, <i>Re</i>	770, 771	—, Meredith v. Facey	1957
Mellor, <i>Re</i> , <i>Exp.</i> Butcher	1823	— v. Bowen	1182
— v. Daintree	1196	— v. Traffey	1452, 1461
— v. Denham	722	— v. Walker, <i>Re</i> Wal-	
— v. Lees	1598	ker	922 <i>Add.</i>
— v. Porter	[829], 829,	Merest v. Murray	623
—	831, 1069	Merlin v. Blagrove	1268
— v. Thompson	85, 131	Merrill v. Morton	1327
— v. Woodward	672	Merriman's Trusts, <i>Re</i>	800, 804
Melly, <i>Re</i>	872, 1309	Merriman, <i>Exp.</i> , <i>Re</i> Stenson	1217
Melpomene, The	706	— v. Bonney	1617, 1628
Meluish v. Milton	618, 1195	Merry v. Nickalls	743, 745, 746,
Melville v. Barker	[322]	—	[1967], 1970
— v. Stringer	1678	Merryweather, <i>Re</i>	1011
Melward, <i>Exp.</i>	2026, 2040	— v. Moore	585 <i>Add.</i>
Mence, <i>Re</i> , Harrison v. Mence	1898	Mersey Docks, &c. v. Cameron	1148
Mendes v. Guedalla	109	— v. Gibbs	604
Menier v. Hooper's Tel. Co.	602, 608	— Ry. Co., <i>Re</i>	664
Mennard v. Welford	1078	— Steamship Co. v. Shut-	
Menzies v. Lightfoot	1756	tleworth	157
Mercantile and Exchange Bank,		— Steel & Iron Co. v. Nay-	
<i>Re</i>	1836	lor	35, 1159, 1161, 1234
— Ins. &c. Co. v. River		Mertens v. Haigh	51, 67, 70
Plate &c. Co. 625 <i>Add.</i> ,		Merton Coll., <i>Exp.</i>	2044
686 <i>Add.</i>		Mervin, <i>Re</i> , Mervin v. Cross-	
— Investment Co. v.		man	1356
International Co. of Mexico	1693	Messageries Imperiales v. Baines	
<i>Add.</i>		[614], 615	
Mercer, <i>Exp.</i> , <i>Re</i> Wise	1955	Messenger, <i>Re</i>	922
— and Moore, <i>Re</i>	1705	— v. Andrews	1366
— v. Graves	933	Messer v. Boyle	1723
— v. Lawrence	373	Mestaer v. Gillespie	1587
— v. Mayhew, <i>Re</i> Andrews		Meston, <i>Exp.</i> , <i>Re</i> Kelday	1582, 1586
[168]		Metcalfe, <i>Re</i>	241, 267, 268, 1014,
— v. Woodgate	509	—	1015
Merceron, <i>Re</i>	2046	—, Hicks v. May	1219
Mercers' Co., <i>Exp.</i>	219, 2046	— v. Briggs	[1803]
Merchant Banking Co. v. Maud	162,	— v. Hutchinson	1204, 1206
—	257, 260	Metford, <i>Re</i>	2046
Merchant Banking Co. v. Mer-		Met. Asylums v. Hill	526, 527, 723
chants' Joint Stock Bank	544, 546	Met. Bank, <i>Re</i> , Heiron's Case	62,
Merchant Banking Co. of Lon-		—	981
don v. Lond. and Hanseatic		— & Jones, <i>Re</i>	1885
Bank	1591	— v. Pooley	117
Merchant Banking Co. v. Phœ-		Met. Bd. of Works, <i>Exp.</i> , <i>Re</i>	
nix Bessemer Co.	1974	Pottier	2031
Merchant Shipping Co. v. Ar-		—, <i>Re</i>	2036
mitage	1182	— v. L. & N. W.	
Merchant Taylors' Co., <i>Re</i> (30		Ry.	530, 532
Ch. D. 28)	267, 269	— v. McCarthy	513
Merchant Taylors' Co., <i>Re</i> (6		— v. New River	
Ch. 512)	1123	Co.	320, 728
Merchant Taylors' Co., <i>Re</i> (29		Met. &c. Soc. v. Brown	1631
Ch. D. 209)	2040	Met. Coal Consumers' Associa-	
		tion, Grieb's Case	260, 261, 264

	PAGE		PAGE
Met. Coal Consumers' Association, Karberg's Case	1183, 1924, 1925, 1933, 1935	Middleton v. Brown	.1842, 1950
Met. Coal Consumers' Association, Wainwright's Case	. 1181	— v. Cater	. . . 1146
Met. District Ry. Co. & Cash, <i>Re</i>	609	— v. Chichester	. . . 385
— v. Sharpe	358, 2008	— (L.) v. Eliot (15 Sim. 536)	. 1610, 1614, 1616, [1907], 1908, 1909, 1910
Met. Electric Co., <i>Re</i>	. . . 99	— v. Greenwood	. . . 1848
Met. Ry. Co., <i>Exp.</i>	. 2016, 2041	— v. Magnay	1874, 1876, 1890
—, <i>Re</i> , and Gonville & Caius Coll., Camb.	. [2037]	— v. Messenger	. . . 1324
— & Caius Coll. Camb., <i>Re</i>	. 2040, 2044	— v. Pollock	105, 966, 1160, 1161, 1162
— v. Woodhouse	. 1835	— v. —, <i>Re</i> Elliott	1012
Met. Street Act, <i>Re</i> , <i>Exp.</i> Chamberlain	. . . 2029	— v. Poole	. 1254, 1286
Mette's Estate, <i>Re</i>	. 2031, 2032	— v. Reay	. . . 1019
Metzler v. Gounod	. . . 407	— v. Spicer	. 1143, 1145
— v. Wood	. . . 577	Midgley v. Coppock	. . . 1870
Moux v. Cobley	. 481 <i>Add.</i> , 1529	— v. Midgley	. [1224] <i>Add.</i>
— v. Jacobs	. . . 1682, 1683	— v. Smith	. . . 1857 <i>Add.</i>
— v. Lloyd	. . . 950	— v. Tatley, <i>Re</i> Hargreaves	. . . 276, 1249
Mowburn's Estate, <i>Re</i> , <i>Re</i> Maughan	. . . 1014	Midland Bkg. Co. v. Chambers	1783
Mews v. Mews	. . . 764	— Cos. Bldg. Soc., <i>Re</i>	. 1770
Mexborough (E.) v. Bower	. 462	— G. W. Co. v. Johnson	1914
— v. Pollington	. [1438]	— Ins. Co. v. Smith	. 1785
Mexican Co. v. Maldonaa	. 459	Mid. Ry., <i>Re</i>	. . . 2028
Meyer v. Montriou	. 973, 978, 979	— v. Checkley	. 479, 502
— v. Simonsen	. 1418, 1420	— v. G. W. Ry.	. [598], 609
Meyerhoff v. Froehlich	. 1166, 1222	— v. Haunchwood Brick Co.	. . . 502
Meyerstein, <i>Re</i>	. . . 1993	— v. L. & N. W. Ry.	. . . 606
Meymott v. Meymott	259, 1158, 1811	— v. Miles	. 502, 505, 508
Meyrich v. Lawes	. [865], 1452, 1453, 1496	— v. Robinson	. 500, 502
Meyricke Fund, <i>Re</i>	. 1097, [1109], 1110, 1112, 1114	— v. Westcombe	. 1616, 1876
Michael, <i>Re</i> , Dessan v. Lewin	. 92, 316	Mid. Waggon Co. v. Potteries Rail. Co.	. . . 378, 665
— v. Fripp	. . . 870	Midwinter v. Midwinter	. . . 817, 817 <i>Add.</i>
Michel, <i>Re</i>	. . . 1009, 1102	Mignan v. Parry	. . . 1441
— v. Mutch	. . . 111	Migotti v. Colville	. . . 414
Michell's Trusts	. . . 732, 1429	Milan Tram Co., <i>Re</i> , <i>Exp.</i> Theys	1159, 1162, 1163
Michell v. Malings	. [32, 413], 415, 1424, 1425	Milbank v. Vane	. . . 1500 <i>Add.</i>
— v. Michell	. 768, 819, 1461	Mildmay v. Metheun	. . . 1182
— v. Wilson	. . . 122, 1380	— v. Quicke	1271, 1552, 1555, 1556, 1558
Micholls v. Corbett	. . . 1855	Mildred v. Austin	. . . 1600, 1603
Mickle v. Emary	. [534]	— v. Maspons	. 1163, 1667
Micklethwait v. Micklethwait	. 477	Mileham, <i>Re</i>	. . . 1392
— v. Winstanley	. 1396	Miles, <i>Exp.</i> , <i>Re</i> Isaacs	. . . 1974
Micklethwaite v. Fletcher	386, 407	—, <i>Re</i>	. . . 1003
— v. Newlay Bridge Co.	. 513, 1978, 1979	— v. Davidson	. . . 1569
Middledich v. Sharland	. . . 1179	— v. Durnford	. . . 1297
Middlesbrough Bldg. Soc., <i>Re</i>	1766, 1771	— v. Harford	1355, 1450, 1452
— Redcar & Saltburn Bldg. Soc., <i>Re</i>	. 1771	— v. Harrison	. [1135], 1143, 1147, 1148, 1200, 1267, 1294
Middleton, <i>Re</i> , Thompson v. Harris	. 1267, 1268, 1269	— v. Jarvis	. . . 1354
		— v. M'Ilwraith	. . . 1163
		— v. New Zealand Alford Estate Co.	. 112, 113, 1712
		— v. Presland	. . . 427
		— v. Rowland	. . . 1379

cxxxix

	PAGE
Mills v. Fowkes	1164
— v. Fox	762, 1924, 1925
— v. Griffiths	42
— v. Haywood	1847
— v. Jennings 1599, 1601, 1602,	1737
— v. Knight	1391
— v. Renney	448
— v. Slater	1
— v. Trumper	1482
Miltown (L.) v. Stewart . . .	617
— v. Stuart	133
Milne, <i>Exp.</i> , <i>Re</i> Balton	1921
—, <i>Re</i> , Grant v. Heysham . . .	1326
Milner's Settlement, <i>Re</i>	769
Milner, <i>Exp.</i> , <i>Re</i> Milner	1957
— v. Peters	[31]
— v. Singleton	334
Milnes' Estate, <i>Re</i>	2017
Milnes, <i>Re</i>	2014
—, Milnes v. Sherwin	1389
— v. Busk	787
— v. Gray	1841
— v. Boome	334
— v. Slater	1407
Milroy v. Lord	1428
Milton, <i>Re</i>	723
Miltown (L.) v. Edgeworth . .	1608
— v. French	1609
Milward v. Devon	[1390]
— v. Thanet (E.)	1847
Minchin v. Nance	1871
Miner v. Baldwin	1381
— v. Gilmour	513
Mineral, &c. Trade Protection Society v. Booth	467
Minet v. Hyde	789, 1262
— v. Johnson	380
— v. Morgan	66, 73, 74, 80
— v. Vulliamy	1094
Mining Share Inv. Co., <i>Re</i> . . .	2075
Minnehaha, The	68
Minor, <i>Exp.</i>	297
—, <i>Re</i> Pollett	1234 <i>Add.</i>
Minors v. Battison	1418, 1419
Minter, <i>Re</i> , Slater v. Callaway .	282
Minton v. Kirwood 307, 1604, 1844,	1872
Mirabita, <i>Exp.</i>	1785
Miram, <i>Re</i>	433
Mirehouse v. Barnett	325
— v. Scaife	1407, 1408
Missing's Case, Sawyer v. Goodwin	945
Missouri Steamship Co., <i>Re</i> 469, 628,	[1336, 1963]
Mitcalfe's Case, <i>Re</i> Diamond Fuel Co.	969
Mitchell's Case	836, 1005
— Claim	1222
— Estate, <i>Re</i> , Mitchell v. Moberly	1144
Mitchell, <i>Re</i> , <i>Exp.</i> Cunningham .	1335
— (23 Jan. 1866)	339

	PAGE		PAGE
Mitchell, <i>Re</i> (12 W. R. 39)	278	Molony v. Brooks, <i>Re</i> Wells	620,
— (7 Ch. D. 36)	1994	658, 659, 1204, 1286	
—, Moore v. Moore	1452	— v. Cruise	665 <i>Add.</i>
—, Wavell v. Mitchell	1601	— v. Kernan	1931
— and Co. <i>Re</i> [1991]		Molyneux's Estate, <i>Re</i>	759, 769
—, <i>Re</i> , Houghton		Molyneux, <i>Exp.</i>	2046
— v. Hallmark	2000	—, <i>Re</i> (4 D. F. & J. 365)	1047,
— and Izard, <i>Re</i>	353	1069, 1570	
— v. Cantrill	494	— Pimbley v.	
— v. Condy	736	— Molyneux	1278
— v. Darley Colliery Co.	86,	— and White, <i>Re</i>	1297
723		Monckton and Gilzean, <i>Re</i>	1856,
— v. Dors	502	1869, [1884]	
— v. Draper	399, 400, 402	— v. A. G.	334, 349
— v. Hayne	440	Mondey v. Mondey	1211
— v. Henry	459, 460, 541,	Monet, <i>Exp.</i> , <i>Re</i> Dudley	946
542, 543		Monetary Advance Co. v. Cater	1679
— v. Homfray	940, 1946	Money's Trusts	2031, 2032
— v. Manchester (D.)	675	Money v. Money	901
— v. Mitchell [375]	1171	Monins, <i>Re</i>	[1882]
— v. Reynolds	468, 831, 1068	Monk, <i>Re</i> , Wayman v. Monk	1217
— v. Simpson	388	— v. Bartram	745
— v. Weire, <i>Exp.</i> Fried-		Monkhouse, <i>Exp.</i>	1785
heim	1810	—, <i>Re</i> Maughan	1891
Mitchelson, <i>Re</i>	[894]	— v. Bedford Corp.	1649,
— v. Buckton	1306	1650	
— v. Piper	1205	Monro v. Taylor	1875
Mitford v. Reynolds	1094, 1434	Monsell v. Armstrong	959, 1192
Mittens v. Foreman	117	Montagu v. Festing, <i>Re</i>	
Moate, <i>Re</i>	1053	— Wroughton	887
Moates' Trusts, <i>Re</i>	342, 1014	— v. Forward	1163 <i>Add.</i>
Mobbs, <i>Exp.</i>	241	— v. Inchiquin	1370, 1451
Mocatta v. Bell	1665	Montague v. Flockton	467
Mockerjee v. Mockerjee	1931	— v. Land Corp. of	
Mockett, <i>Re</i>	1009	— England	150
Moet v. Clybouw	546	— v. Moore	539
— v. Couston	543	— v. Sandwich	1293, 1463,
— v. Pickering	545	1464	
Moffatt v. Bates	1284, 1366	Montaignac v. Shitter	1163
Moffet v. Smith	1279	Montanini & Co. v. Bartlett	[55]
Moger v. Bush	1544	Montefiore v. Behrens	428, 799, 1451
Mogg v. Hodges	1146	— v. Browne	1749
Moggridge v. Thackwell	1090, 1095,	— v. Guedalla	1352, 1462,
1104		1463	
Mogridge v. Clapp	1511, 1512, 1518,	— v. Lloyd	1788
1891		Montesquieu v. Sandys	938, 1931,
— v. Hall	[90]	1947	
Mogul Steamship Co. v. Mac-		Montfort (L.) v. Cadogan (L.)	1493
gregor	459, 460	Montgomery v. Blair	691
Moir, <i>Re</i> , Warner v. Moir	1354, 1453	— v. Calland	1614, 1637,
Mold v. Wheatcroft	456, 1630	1638	
Mole v. Mansfield	1568, 1569	Montresor v. Montresor	1414
— v. Smith	1853	Montessor v. Montessor	[1318]
Molesworth v. Robbins	921	Monypenny v. Dering	1142, 1389
— v. Snead	132	— v. Monypenny	457
Moline v. Tasmanian Ry.	63	Moodie v. Bannister	1224
Mollett v. Enequist (2)	628	Moody & Yates, <i>Re</i>	1856, 1885
Molloy v. Hamilton	652	— v. Corbett	609
— v. Irwin	982, 987	— v. Steggalls	484
— v. Kilby	58	— v. Tree	580 <i>Add.</i>
Mollwo, March and Co. v. Court		Moon, <i>Re</i> , <i>Exp.</i> Dawes	1978
of Wards	1825	— v. Boothman	[583]
Molony, <i>Re</i>	2088	Moons v. De Bernales	987
		Moor v. Anglo-Italian Bank	625

	PAGE
Moor v. Moor	900
Moorat v. Moorat	177
Moorcroft, <i>Re</i>	[842]
Moordaff, <i>Re</i> , Burgoine v. Moor-	
daff	325
Moore, <i>Exp.</i>	1931
—, <i>Re</i> (1 Mac. & G. 103)	421
— (11 Ir. C. L. 1)	845
— (54 L. J. N. S. Ch. 432)	1422
—, McAlpine v. McAl-	
pine	1024, 1042
—, McAlpine v. Moore	1078
—, Trafford v. Mach-	
onochie	814
—, In the Goods of	620, 658,
659 <i>Add.</i>	
— & De la Torre's Case	1797
— & Robinson's Banking	
Co., <i>Exp.</i> , <i>Re</i> Armi-	
tage	1683
— v. Barber	763
— v. City and County	
Bank	703
— v. Clench	1114, 1121, 1845
— v. Crofton	1847
— v. Culverhouse	1733
— v. Davis	1797
— v. Dickinson	115
— v. Dixon	229, 1267, 1270,
1470	
— v. Frime	[1732]
— v. Frowd	997, 998
— v. Gamgee	691
— v. Grey	1705
— v. Hall	491
— v. Horsfield	1652, 1656
— v. Johnson, <i>Re</i> Johnson	902,
1430	
— v. Kempston	1551
— v. Knight	946, 981
— v. Marrable	1835
— v. Moore (8 Dec. 1856,	
B. 320) [318]	320
— v. — (12 P. D. 193)	814
— v. — (6 Ap. 1740)	899
— v. — (1 D. J. & S. 602)	1295
— v. — (60 L. T. N. S. 627)	1481
— v. — (43 L. J. Ch. 617)	1428
— v. —, <i>Re</i> Mitchell	1452
— v. Morris	109, 769
— v. Morton	1599, 1645
— v. North West. Bank	1664,
1751	
— v. Peachey	435 <i>Add.</i>
— v. Robinson	751
— v. Rose	414
— v. Rowe	[1759]
— v. Shelley	1632
— v. Simkin	1328
— v. Walter	760, 1453

	PAGE
Moore v. Webster	764
Moorehead v. Moorehead	1064, 1570
Moore v. Ohoat	1705
Moorhouse v. Lord	1334
Moorsom v. Tate, <i>Re</i> Stanger . . .	1006
Moravian Society, <i>Re</i> The	1078
Mordaunt v. Benwell	870, 1552
— v. Smith	[1312]
Mordey, Carney & Co., <i>Re</i>	2070
Mordue v. Palmer	221, 360
Mordy & Cowman, <i>Re</i>	1873
Moreau v. Polley	421
Morecock v. Dickens	1753
Morecroft v. Evans	741
Moreland v. Richardson	477, 1630
Mores v. Mores	1251
Moreton v. Woodyear	[1285]
Morewood v. Currey	1254
— v. Hall	[1563], 1564
Morgan's Case, <i>Re</i> Glamorgan-	
shire Bank	71
Morgan, <i>Exp.</i>	337
—, <i>Re</i> (16 July, 1853, B. 1231)	1043
— (24 Ch. D. 114)	1508,
1509	
— (58 L. T. N. S. 713)	1989
—, Ashmole v. Mor-	
gan	[1239]
—, Morgan v. Mor-	
gan	1376 <i>Add.</i>
—, Owen v. Morgan	33, 73
—, Pillgrem v. Pill-	
grem	378, 1315, 1711,
1747	
— v. Abergavenny	478
— v. Alford	1148
— v. Amies	1195
— v. Briscoe [1863]	1864,
1901	
— v. Davies	[392]
— v. Elford	743, 745, 1172
— v. Elatob	1220
— v. Fuller	326, 555, 558,
560	
— v. G. E. Ry.	605
— v. Gronow [1872]	1469
— v. Hatchell	893
— v. Higgins	935, [936],
937, 938, 1178, 1636	
— v. Lewis	[936], 938
— v. M'Adam	543, 544
— v. Malleson	1428
— v. Milman	1480
— v. Minett	938, 939, [1947],
1947	
— v. Morgan (13 Beav. 441)	316, 986, 1422
— v. — (14 Beav. 72)	[1414],
1417, 1419, 1421	
— v. — (1 Atk. 489)	868

	PAGE		PAGE
Morgan v. Morgan (2 Dick. 643) . . .	1379	Morris, <i>Re</i> (5 Mar. 1890) . . .	[89] 1054
— v. Powell . . .	504	— (60 L. T. N. S. 96) . . .	1077
— v. Rowlands . . .	1221	— (4 N. R. 480) . . .	1081
— v. Swansea Urban San. Auth. . .	1044	— (11 Feb. 1870) . . .	1315
— v. Thomas . . .	1369	— (23 L. R. Ir. 333) . . .	2031
— v. Williams, <i>Re</i> Williams . . .	1315	— (20 Nov. 1880, B. 3934) . . .	978, 1005
— v. Windover . . .	552	—, Bucknill v. Morris . . .	156, 387
Morice v. Bp. of Durham . . .	1140	—, Morris v. Fowler . . .	1285, 1286, 1287
Morier, <i>Exp.</i> . . .	1160, 1162	—, Wilson & Co. v. Coventry Machinists' Co. . .	560
Morison v. Moat . . .	[535], 585	— v. Ashbee . . .	576, 580
— v. Morison (7 D. M. & G. 214; 2 Sm. & G. 564) . . .	685	— v. Bailey . . .	15 <i>Add.</i>
— v. — (4 My. & Cr. 216) . . .	830	— v. Debenham . . .	305, 959, [1857, 1860], 1875
— v. Thompson . . .	1172	— v. Delobel-Flipo . . .	1670
Moritz v. Stephen . . .	428	— v. Dillingham . . .	1378
Morland v. Isaac . . .	1869	— v. Edwards 60, 64, 65, 74, 75	684
Morley, <i>Exp.</i> . . .	1823	— v. Elme . . .	761
—, <i>Re</i> . . .	1328, 2063	— v. Freeman . . .	[1732] 1144
—, Morley v. Saunders . . .	1389, 1482, 1609	— v. Frime . . .	461
— v. Bridges . . .	1614	— v. Glynn . . .	1306
— v. Clavering . . .	185, 1899	— v. Grant . . .	1327
— v. Clifford . . .	517	— v. Griffiths, <i>Re</i> Raw . . .	1614
— v. Cook . . .	1856	— v. Howes . . .	[161] 967, 979
— v. Croxon, <i>Re</i> Hedgeman . . .	1143	— v. Islip . . .	279
— v. Finney . . .	1216	— v. Jones . . .	429
— v. Inglis . . .	1161	— v. Lavis . . .	323) [472], 478, 479, 482
— v. Langham [1945], 1945	1946	— v. Llanelly, &c. Co. . .	1818
— v. Mendham . . .	229	— v. Manesty . . .	377
— v. Morley . . .	1584, 1601	— v. Morris (3 D. & J. 323) . . .	510 <i>Add.</i> , 604 <i>Add.</i> , 605 <i>Add.</i>
— v. Rennoldson . . .	1251	— v. — (10 Ch. 68) . . .	1859
— v. Tunstall . . .	[1402], 1406	— v. Wright . . .	576, 577, 580
— v. White, <i>Re</i> White . . .	1822	Morrison, <i>Exp.</i> . . .	934
— v. — 1197, 1320, 1818	1060	—, <i>Re</i> . . .	846
Mornington, <i>Exp.</i> . . .	70, 85, 1293	— v. Barrow . . .	337
— v. Keene . . .	79	— v. Glover . . .	1767
— v. Mornington . . .	1837	— v. Morrison . . .	653, 994
Morocco Co. v. Fry . . .	1613, 1634	— v. Skerne Ironworks Co. . .	655
Morony v. O'Dea . . .	1840	Morritt, <i>Re</i> , <i>Exp.</i> Official Receiver . . .	1679, 1680
Morphett v. Jones . . .	816	Morrow v. Bush . . .	1292
Morrall v. Morrall . . .	756, 761	Mors Le Blanche v. Reuter's Tel. Co. . .	721
Morrell v. Cowan . . .	1148	Morse, <i>Re</i> . . .	1441
— v. Fisher . . .	1327	— v. Martin . . .	[1466] 1841
— v. Gissing, <i>Re</i> Roper . . .	630	— v. Merest . . .	66 <i>Add.</i>
— v. Pearson . . .	69	— v. Peachey . . .	1199, 1204
— v. Wootten . . .	1491, 1494	— v. Tucker . . .	2082, 2083
Morres v. Hodges 978, [1491], 1494	1755, 1757	Morshead, <i>Exp.</i> . . .	312
Morret v. Paske . . .	1042	— v. Frederick . . .	1220
Morrice v. Aylmer . . .	1201	— v. Reynolds . . .	
— v. Bank of England . . .	67		
— v. Swaby . . .	1326		
Morrieson, <i>Re</i> , Hitching v. Morrieson . . .	2014, 2041		
Morris's Estate, <i>Re</i> . . .	275		
— Settlement, <i>Re</i> . . .	859, 2044		
Morris, <i>Exp.</i> . . .	1674		
—, <i>Re</i> , <i>Exp.</i> Webster . . .			

	PAGE		PAGE
Mortgage Ins. Co. v. Commrs. of		Mount v. Bowater . . .	[1724]
Inland Revenue . . .	141	— Morgan Gold Mine, <i>Re</i> ,	
Mortimer, <i>Re</i> . . .	257, [1327]	<i>Exp. West</i> . . .	1923, 1935
— v. Ball . . .	294	Mountfort, <i>Exp.</i> . . .	844, 1703
— v. Bell . . .	1844	Mountjoy's (Lord) Case . . .	1978
— v. Ireland . . .	960	Mourilyan, <i>Re</i> . . .	271, 375
— v. Mortimer 814, 976, 1328		Mousley's Trusts, <i>Re</i> . . .	2046
— v. Paull . . .	1191	Mousley v. Carr . . .	988
— v. Picton . . .	1003	Mouson v. Boehm . . .	1994, 1995
— v. Shortall . . .	1914, 1916	Mowatt v. Castle Steel and Iron	
— v. West . . .	825	Works Co. . . .	1691
— v. Wilkin . . .	[895], 898	Mowbray v. Tilt . . .	575
— v. Wilson . . .	633	Mower's Trusts . . .	1742
Mortimore v. Cragg . . .	377	Mowlem, <i>Re</i> . . .	1249
— v. Mortimore . . .	1004	Moxon v. Berkley Bldg. Soc. . .	1741
— v. Slater . . .	1327	— v. Bright . . .	1155, 1171
Mortlock v. Buller 1845, 1858, 1879		— v. Payne . . .	1946
— v. Leathes . . .	1261	— v. Sheppard. 113, 931, 932, 934	
Morton's Estate, <i>Re</i> . . .	789	Moye v. Sparrow . . .	1769
Morton v. Hallett . . .	960	Moyle v. Moyle . . .	964
— v. Miller . . .	156	Mozley v. Alston . . .	602
— v. Palmer . . .	117	— v. Cowie . . .	[38], 39, 1179
— v. Woods . . .	675, 1630	Muckalt v. Davis, <i>Re</i> Davis . . .	263
Moscrop v. Sandeman . . .	304	Muddell, <i>Re</i> . . .	1003
Moseley, <i>Re</i> . . .	248, 922	Muffet, <i>Re</i> , Jones v. Mason [1376]	
— v. Baker . . .	[127]	<i>Add.</i> , 1379, 1609	
— v. Simpson . . .	360	Muggeridge, <i>Re</i> . . .	1009
— v. Victoria Co. 79, 224, 552,		— — — — —, Muggeridge v.	
	563	Sharpe . . .	1199
Mosely, <i>Re</i> . . .	1612	— — — — — v. Stanton . . .	763
Moser v. Marsden . . .	43 <i>Add.</i> ,	Muir, <i>Re</i> . . .	138
551 <i>Add.</i> , 721 <i>Add.</i>		— v. City of Glasgow Bank . . .	1005
Moses v. Lewis . . .	1155	Mulcahy v. The Queen . . .	328
Mosley v. Baker . . .	[1763], 1766	Mulcaster, <i>Re</i> , Dalston v. Nan-	
Moss's Trusts, <i>Re</i> . . .	1023	son . . .	387
Moss, <i>Exp.</i> . . .	1941	Mulckern v. Doerks . . .	8
—, <i>Re</i> (2 Eq. 345) . . .	925	Mulkern v. Lord . . .	1767, 1768
— (37 Ch. D. 513) . . .	1054, 1080	Mullane v. Ahern . . .	668
—, Levy v. Sewell . . .	1608, 1610	Mullens v. Miller . . .	1843, 1844, 1926
— v. Bainbrigg . . .	48, [125], 938,	Mulliner v. Mid. Ry. Co. . .	609
	1176	Mullings v. Trinder . . .	1857, 1875
— v. Barton . . .	1835	Mullins v. Howell . . .	112, 633
— v. Bradburn . . .	325	— v. Hussey . . .	312
— v. Dunlop . . .	788	— v. Smith . . .	1264, 1366, 1367
— v. Gallimore . . .	1629, 1631	Mulloney v. Stevens . . .	580
— v. Gregory [128, 1152, 1176]		Mumford v. Collier . . .	1631, 1680
— v. Leatham . . .	111	— v. Cooke . . .	983
— v. Malings . . .	558, 560	— v. Cresswell . . .	[1129]
— v. Sworder . . .	[1303]	— v. Stohwasser . . .	965, 1756
Mosse v. Salt . . .	1610	Munch, <i>Re</i> . . .	1998
Moston v. Booth . . .	[303]	— v. Cockerell . . .	970, 979
Mostyn v. Fabrigas . . .	626	Munday, <i>Re</i> , <i>Exp.</i> Allam . . .	1673
— v. Mostyn . . .	916	— — — — — Allan . . .	1680
— v. West Mostyn Co. 80, 1913		— v. Asprey . . .	1838, 1839
Motion, <i>Re</i> , Maule v. Davis . . .	1954	— v. Norton . . .	365 <i>Add.</i>
Mott v. Shoolbred . . .	461, 527	Mundel, <i>Re</i> . . .	1077, 1082
Mouffet v. Cole . . .	468	Mundy's Settled Estates, <i>Re</i> . . .	1001,
— v. Washburn . . .	691	1504, 1527, 1529	
Moul v. Groenings . . .	579, 582	Mundy, <i>Re</i> , <i>Exp.</i> Stead . . .	737
Mould v. Laudin . . .	[1886]	— v. Howe (E.) . . .	853
Moule v. Garrett . . .	1873	— v. Jolliffe . . .	1840
Moulson, <i>Re</i> , <i>Exp.</i> Knightley . . .	1674	— v. Mundy . . .	807, 808
Moulton v. Edmonds . . .	1874	— v. Portland (Duke of) . . .	503
Mounsey v. Lonsdale (E.) . . .	347	Municipal Bldg. Soc. v. Richards	1768

	PAGE		PAGE
Municipal Bldg. Soc. v. Smith	1631,	Mutton, <i>Exp.</i>	1677
—	1632	Mutual Aid Bldg. Soc., <i>Re</i>	1769
— Perm. &c. Soc. v. Kent	361,	— Life Ass. Soc. v. Lang-	
—	1768	— ley	421, 422, 961, 1645
— Trust Corp., <i>Re</i>	2071	— Loan Assoc. v. Ludlow	1790
Munns, <i>Re</i>	249	— Society, <i>Re</i>	59, 64, 133
— v. Burn, <i>Re</i> Crosley	728, 729,	—, Grimwade	
—	732, 1223	— v. Mutual Society	221
— v. Isle of Wight Ry.	610,	Mycock v. Beatson	1710, 1798
—	1902, 1905	Myers v. Catterson	462, [489]
— v. Longden	248, 724	—	492 <i>Add.</i> , 494
Munro, <i>Exp.</i> , <i>Re</i> Lewis	238	— v. Defries	219
— v. Wivenhoe Ry.	458, 459	— v. Elliott	1679
Munster & Leinster Bk.	1789	— v. Myers	1799
— v. Cammell Co.	608	— v. Perigal	1144
— v. Cox	25	— v. U. Guarantee Co.	440
— v. Lamb	587	Myler v. Fitzpatrick	964
Munt v. Shrewsbury, &c. Ry.	603, 607	Myles v. Burton	761, 777
Muntz Metal Co., <i>Re</i>	2069	Mytton v. Mytton	[1364], 1366
Murch v. Cockerell	960		
Murphy, <i>Re</i>	860, 1192		
— & Co., <i>Re</i>	1997		
— v. Nolan	280, 265		
— v. O'Shea	1172, 1931		
Murr v. Cooke	725		
Murray, <i>Re</i> (3 Dr. & War. 83)	900,		
—	901		
— (W. N. (67) 190)	922		
— (W. N. (68) 195)	1009,		
—	1255		
— (57 L. T. N.S. 223)	1164		
—, Dickson v. Murray	966		
—, Woods v. Green-			
— well	1189		
— v. Barlee	761		
— v. Bogue	577, 578, 582		
— v. Clayton	55, 552, 563,		
—	[567], 569, 744		
— v. E. I. Co.	1223		
— v. Elibank (E.)	800, 801, 802		
— v. Flavell, <i>Re</i> Flavell	815,		
—	1376, 1841		
— v. Milner	135, 331		
— v. Parker	1914, 1916		
— v. Scott	1769, 1771		
— v. Stephenson	15		
— v. Walter	68		
Murrietta v. S. American Co.	441		
—	<i>Add.</i>		
Murrow v. Wilson	240		
Musgrave, <i>Re</i>	2029, 2047		
— & Hart's Case	1968		
— v. Brooke	1452		
— v. Horner	461		
— v. Sandeman	769		
Musgrove v. Flood	788		
Musman v. Boret	115 <i>Add.</i>		
Mussett v. Dale	[1580]		
Mutlow's Trusts, <i>Re</i>	2036		
Mutlow v. Bigg	980, 1255, 1308		
Mutrie v. Binney	118		
Mutter v. Eastern and Midland			
— Ry. Co.	71		
— v. Hudson	1248		

	PAGE		PAGE
Nat. Bank of Australasia v. United Hand-in-Hand 1598, 1613, 1614, 1635, 1637		Neate v. Marlborough (D.)	667, 1603, 1719, 1722
Nat. Boiler Ins. Co., <i>Re</i>	2075	— v. Pink	656
Nat. Bolivian, & Co. v. Wilson	1915	Neath & Brecon Ry. Co., <i>Re</i>	2034, 2035, 2050
Nat. Bldg. Soc., <i>Re</i>	1003	Neath Bldg. Soc. v. Luce	1769, 1770
Nat. Coffee Palace Co., <i>Exp.</i> Panmure	1171, 1783	Neath Canal Co. v. Ynisarwed Co.	462, [484], 633
Nat. Exchange v. Drew	1925	Neaves v. Spooner	224
Nat. Funds Ass. Co., <i>Re</i> (24 W. R. 774).	66	Neck, <i>Re, Exp.</i> Broad	1973
Nat. Funds Ass. Co., <i>Re</i> (10 Ch. D. 118).	606, 969	— v. Taylor.	27 <i>Add.</i> , 28 <i>Add.</i>
Nat. Funds Ass. Co., <i>Re</i> (4 Ch. Div. 305)	719, 730, 731, 733	Nedby v. Nedby	1264
Nat. Merc. Bk., <i>Exp., Re</i> Haynes	1672, 1673	Needham, <i>Re, Robinson v.</i> Needham	1351
— v. Hampson	1671	— v. Bremner	780
Nat. Perm. & Co. Soc., <i>Exp.</i> Williamson	1769	— v. Needham (1 Ha. 633).	185
Nat. Perm. B. B. Soc. v. Raper	1656	— v. — (1 Ph. 640).	416
Nat. Perm. Bldg. Soc., <i>Re</i>	969, 1003	— v. Oxley.	555, 560, 568, 570
Nat. Perm. M. B. Soc. v. Raper	1651	— v. Rivers Protection Co.	703
Nat. Prov. Bk. v. Evans	156	Needler v. Deeble	1636
— v. Games	1613, 1617, 1706	Neesom v. Clarkson.	1634, 1637, 1749, [1911], 1916
— v. Harle	439, 1664	Negus v. Coulter	1144
— v. Jackson	138, 1748, 1905	Neilan v. Farrell	1248 <i>Add.</i>
— v. Marshall	467, 469	Neild v. Boyd, <i>Re</i> Boyd	1253
— v. Thomas	752, 761	Neill v. Devonshire (D.)	136
Nat. Prov. & Co. v. Prudential Ass. Co.	490, 492, 495	— v. Mid. Ry. Co.	1915
Nat. Soc. v. School Bd. of London	1097, 1100	Neilson v. Betts	545, 550, 568
Nat. Tel. Co. v. Baker	514 <i>Add.</i> , 527 <i>Add.</i>	— v. James	1969, 1970
Native Guano Co. v. Sewage Manure Co.	546 <i>Add.</i>	— v. Mossend Iron Co.	1799
Native Iron Co.	1690	Neison v. Walter, <i>Re</i> Walter's Trusts	276
Natt, <i>Re, Walker v.</i> Gammage	1328	Nelson, <i>Exp., Re</i> Hoare	394, 400, 434, 1213
Navan & King's Ct. Ry. Co., <i>Re</i>	2036	— Hockaday	1673, 1678
Navulshaw v. Brownrigg	1171, 1667	—, <i>Re</i>	238
Nawab Khan v. Rajah Ojoodhyaram Khan	743	— v. Barter	441
Naylor, <i>Re</i>	1014	— v. Bealby	1806
— & Spendla, <i>Re</i>	1511	— v. Booth	986, 1158, 1637
— v. Blount, <i>Re</i> Blount	109, 1191	— v. Duncombe	995, 1218, 1270
— v. Goodall	1845	— v. Page	1294
— v. Wetherell	1226, 1410	— v. Robins, <i>Re</i> Robins	1377
— v. Winds	1914	— v. Seaman	1020
Neal, <i>Exp., Re</i> Batey	1234	— v. Stocker	836, 996
—, <i>Re, Weston v.</i> Neal	117	Nelthorpe v. Holgate	1879
— v. Barrett	1601	Nene Valley Commrs. v. Dunkley	1875
Neale v. Bailey	676	Nerot v. Burnand	744
— v. Bealing	400	Nesbitt's Trusts, <i>Re</i>	1001, 1078
— v. Clarke	224	Nesbitt, <i>Re</i>	1023
— v. Davis	961, 1020	— v. Baldwin	1153
— v. Day	[1954], 1955	— v. Berridge	86, 1950
— v. Neale	1431	— v. Lawder	1296, 1722
Neate, <i>Re</i>	249, 251, 252	— v. Meyer	1835
— v. Busby	[55]	Nesham v. Selby	1838
— v. Latimer	69	Nether Stowey Vicarage, <i>Re</i>	1004
		Nethersole v. Sch. for Indigent Blind	1146

	PAGE		PAGE
Nettle's Char., <i>Re</i>	1121	Newby v. Von Oppen	16
Nettlebridge Valley Ry. Act, <i>Re</i>	[2056]	Newcastle's Settled Estates, <i>Re</i> 1509,	1511
Nettlefold's Trusts, <i>Re</i>	1013	Newcastle (D.), <i>Re</i>	1722
Nettlefolds v. Reynolds	550 <i>Add.</i> , 561 <i>Add.</i>	— v. Morris	408
Nettleship, <i>Exp.</i>	1703	— v. Vane	481
Neve v. Pennell	1737, [1743], 1747, 1753, 1754	— Bank v. Hymers	1396
Never Despair, <i>The</i>	706	Newcombe v. Downe	1727
Nevill's Case	1968	Newcome v. Flowers	613
Nevill, <i>Re</i>	1171	Newcomen v. Coulson	456
—, <i>Exp.</i> White	1465	Newell v. Nat. Prov. Bank of England	1160
—, Robinson v. Nevill [1289], 1295		— v. Townsend	592
Neville, <i>Exp.</i> , <i>Re</i> Lee	271	Newen v. Wetten	1176
— v. Andrews	1380	Newfoundland (Govt. of) v. Newfoundland Ry. Co.	1162
— v. Snelling	836, 1950	Newhouse v. Milford	167
— v. Wilkinson	1963	— v. Smith	1257
Nevin, <i>Re</i>	886, 887, 888	Newington Local Board v. Cot- tingham Local Board	466
— v. Drysdale	1462	Newington Local Board v. Eld- ridge	[921], 922, 923
New v. Bonaker	1090, 1091, 1094, 1100	Newitt, <i>Exp.</i> , <i>Re</i> Garrud	1670
New Brit. &c. Co. v. Peed	75	Newland v. Champion	1320, 1829
New Brunswick &c. Co. v. Conybeare	1925, 1926, 1935	— v. Steer	81, 1217
New Brunswick &c. Co. v. Muggeridge	1933	Newlands v. Nat. Employers' Accident Assoc.	1926
New Callao Co., <i>Re</i>	728, 732, 734	Newling v. Dobell	467, 468
New Chile Gold Mining Co., <i>Re</i> 2069		Newlove v. Shrewsbury	1670
New Hamburg & Brazilian Ry., <i>Re</i>	440	Newman, <i>Re</i> (30 Beav. 196)	238
New Hollingbourne Paper Mills Co., Lim., <i>Re</i>	[696]	— (2 Ch. 707)	247, 250
New Land Development Assoc. and Gray, <i>Re</i>	1682	— (9 Ch. 681)	1004, 2027
New London & Brazilian Bank v. Brocklebank	1004	— v. Auling	[1375], 1379
New Westm. Brewery Co. v. Hannah	42, 92	— v. Ayling	[1375]
New Windsor (Mayor of) v. Stovell	508	— v. Harris	458
Newall v. Elliott	557	— v. Hatch	1266
— v. Tel. &c. Co.	60, 65	— v. Hook, <i>Re</i> Bartlett	298
— v. Wilson	550	— v. L. & S. W. Ry. Co.	57
Newbegin's Estate, <i>Re</i>	1014	— v. Newman	961, 965, [1346], 1668, 1757
Newbegin, <i>Re</i> , Eggleton v. Newbegin	912	— v. Payne	937, 938
— v. Bell	1329	— v. Pinto	543
Newberry, <i>Re</i>	1308	— v. Rogers	1847
— v. Benson	1156	— v. Selfe	824, 1592
Newbery, <i>Re</i> (1 Eq. 431)	846, 881	— v. Wilson	803, 1295
— (1 Ch. 263)	887	— v. Worley	[329]
Newbiggin-by-the-Sea Gas Co. v. Armstrong	123, 914, 915	Newmarch, <i>Re</i> , Newmarch v. Storr	1295
Newbigging v. Adam [1795], 1798		— v. Harrison	1176
Newbold v. Beckett	1351	Newmarket Collieries, Brick- works and Pottery Co.	[445]
Newbould, <i>Re</i>	269	Newport Slipway and Dry Dock Co. v. Paynter	[33], 37
— v. Bailward	269	Newry v. Kilmorey	77
— v. Smith	135, 1221	New Sombrero Phosphate Co. v. Erlanger 1173, [1937], 1937, 1938	
— v. Steade	699	New Zealand and Australian Land Co. v. Watson	966, 1163
Newburgh v. Bickerstaffe	868	New Zealand, &c. Co., <i>Re</i> 1033 <i>Add.</i>	
Newbury v. Marten	831	New Zealand Trust Co., <i>Re</i> 1042 <i>Add.</i> , 1052	
Newby v. Harrison	454, 456	Newsom v. Cooper	689
		Newsome v. Flowers	1122

	PAGE		PAGE
Newson v. Pender	459, 493, 495	Nicholson v. Revell	1788
Newstead v. Searles	1960	— v. Smith	1480
Newton's Patents, <i>Re</i>	1985, 1986	— v. Squire	900
— Settled Estates, <i>Re</i>	1529	— v. Tutin	995
— Trusts, <i>Re</i>	790	Nickalls v. Merry	1968, 1969
Newton, <i>Exp.</i> , <i>Exp.</i> Griffin, <i>Re</i>		Nickels v. Hancock	1837
— Bunyard	1218	— v. Ross	551
—, <i>Re</i>	1326	Nickinson v. Cockill	1146, 1147
— v. Aldous [1895], ...	1704	Nicol v. Beaumont	509
— v. Bennet	1203	— v. Kearsley	573, 579
— v. Chapman, <i>Re</i> Chap-		— v. Nicol	815
— ple	998	Nicoll v. Beere	467
— v. Charlton	346, 1791	Nicols v. Pitman	581
— v. Curzon	853	Niemann v. Niemann 662, 1806, 1810	
— v. Dimes	73	Niger Merchant Co. v. Capper	602
— v. Egmont (E.)	1792	Nightingale v. Goulburn	1139
— v. Met. Ry.	1197	— v. Lawson [1488], ...	1493
— v. Newton (13 Ir. Ch.		Nitro-Phosphate, &c. Manure	
— Rep. 245)	1199	Co., <i>Re</i>	2075 <i>Add.</i>
— v. — (4 Ch. 143)	1755	Nives v. Nives	1903, 1905
— v. — (11 P. D.		Nixon, <i>Re</i>	667
— 11)	460, 819	— v. Cameron, <i>Re</i> Cameron 1204,	
— v. Ricketts	235, 620, 659	— 1308	
— v. Sherry	1190, 1398	— v. Luckie, <i>Re</i> Luckie [55]	
— v. Taylor	360	— v. Noakes	618
Nias v. N. & E. Ry.	78, 80	— v. Sheldon	740
Niboyet v. Niboyet	1337	— v. —, <i>Re</i> Sheldon	1418
Nichol v. Thompson	1180	Noad, <i>Re</i>	[1506]
Nicholas v. Dracachis	615	— v. Backhouse	665
— v. Lovett	[1018]	— v. Murrow	39
Nicholl, <i>Exp.</i>	2088	Noake's Will, <i>Re</i>	802
— v. Fenning	470	Noakes v. Barlow	1825
— v. Jones	81, 763	Nobel's Explosive Co. v. Jones,	
— v. Wheeler	60, 65	— Scott & Co.	550
Nicholls, <i>Exp.</i>	943	Noble v. Brett	1219, 1255, 1396
—, <i>Re</i> Poole's Char.	1115	— v. Edwards	699
— v. Jones	1844	— v. Meymott	997
— v. Mitford	517	— v. Phelps	781
— v. Morgan	753	— v. Stow	209, 306, 316
— v. Parker	1574	— v. Willock	782
— v. Stretton	468	Nock v. Nock	2041
— v. Winn	[1549]	Noel v. Noel	50, 64, 66
Nichols' Case	1925	Nokes v. Warton	247
Nichols, <i>Re</i>	1391	Norbury, <i>Re</i>	847
— v. Baker, <i>Re</i> Baker	698,	— (E.) v. Kitchin	512
— 1236, 1288		Norcott v. Gordon	1351
— v. Haslam	259	Norden v. McRae	1822
— v. Marsland	514	— v. McRea, <i>Re</i> McRea	1233
— v. Nichols	1198	Nordon v. Defries	81
— v. Pedder	374	Norfolk (Duke of) v. Arbuthnot 494	
— v. Winn	1552	Norman, <i>Re</i>	237, 247, 248
Nicholson, <i>Re</i> (3 D. F. & J. 93) 237		— v. Baldry	[1312]
— (29 Beav. 665)	254	— v. Beaumont	1592 <i>Add.</i>
— (W. N. 1884, 76)	1055	— v. Johnson	1380
— (32 Ch. Div. 663)	1046	— v. Mitchell	600
—, <i>Exp.</i> Quinn	922	— v. Morrell	1406
— v. Carline	801, 804	— v. Villars	818
— v. Drury Bldg. Soc. 790,		Normand's Patent	1986
— 791, 803, 1263		Normanton Iron and Steel Co.,	
— v. Field	1022 <i>Add.</i>	— <i>Re</i>	733
— v. Kirk, <i>Re</i> Kirk	1325	Normanville v. Stanning	629
— v. Knapp	612	Norrington, <i>Re</i> , Brindley v.	
— v. Marsh	454	— Partridge 978, 1417, 1419, 1420	
— v. Norton	991	Norris, <i>Re</i>	1392

	PAGE		PAGE
Norris, <i>Re</i> , Allen v. Norris	1019, 1021	Northern Counties, &c. Ins. Co.	
— v. Barnes	526	— v. Whipp	966, 1748, 1926
— v. Beazley	42	Northern Counties of England	
— v. Chambres	626	— Fire Ins. Co., <i>Re</i>	1235
— v. Frazer	1141	Northey v. Paxton	1663
— v. Harrison	1421	Northorp, <i>Re</i>	1079
— v. Jackson	1849	Northumberland &c. Co., <i>Re</i>	917
— v. Le Neve [1564], 1573,	1574	Northumberland Avenue Hotel	
— v. Norris	816	— Co., <i>Re</i>	1846, 1849
— v. Ormond, <i>Re</i> Ormond [894]		Northumberland Avenue Hotel	
— v. Sadlier	[1280]	— Co., <i>Re</i> , Fox & Braithwaite's	
North, <i>Re</i>	890	— Case	1841, 1846
— v. Guinan	1550	Northumberland (D.) v. Bow-	
— v. Huber	68	— man	469
— v. Stewart	932	Northumberland (D.) v. Percy	
— v. Wakefield	1790	— 1380 <i>Add.</i> , 1665 <i>Add.</i>	
North Australian Territory Co.,		Northwick (L.), <i>Exp.</i>	2019, 2040
— <i>Re</i>	78	Norton v. Compton, <i>Re</i> Comp-	
North Australian Co., <i>Re</i> ,		— ton . 729, 730, 1286, 1287	
— Archer's Case	1941	— v. Cooper [913], 915, 1614	
North Australian Co. v. Golds-		— v. Fendwick	346
— borough	64 <i>Add.</i>	— v. Gover	632
North Brazilian Sugar Factories,		— v. Johnstone	1482
— <i>Re</i>	71	— v. L. & N. W. Ry. 609, 728,	
North British & Mercantile		— 733	
— Ins. Co. v. Liverpool, Lon-		— v. Nichols	580, 629
— don & Globe Ins. Co. [1778],	1784	— v. Pritchard	376, 392, 396
North British, &c. Co. v. Burke	1730	— v. Russell	1812
— v. Hallett	961	— v. Steinkopf	834
North British Ass. Co. v.		— v. Turvill	752, 1253
— Lloyd	1787	Norton Folgate, <i>Re</i>	1102
North British Ry. Co., <i>Exp.</i> ,		Norway v. Norway	997
— <i>Re</i> Fergusson	[2034]	— v. Rowe	661
North Central Waggon Co. v.		Norwich Equitable Co., Bras-	
— M. S. & L. Ry. Co.	1670	— nett's Case	724
N. E. Ry. v. Crossland 496, 501,	502	Norwich & Norfolk Bld. Soc. .	918
— v. Elliott	497, 502	Norwich &c. Bld. Soc., <i>Exp.</i>	
— v. Jackson	260	— Smith	1767
— v. Jonassohn	[50]	Norwich Town Close Estate	
— v. Martin	1154, 1155	— Char., <i>Re</i>	1112, 1139
— v. Spark	[696]	Nothard v. Pepper	136
North Kent Ry. Co., <i>Re</i>	2061	— v. Proctor 653, [707], 707,	
N. Lond. Land Co. v. Jacques.	1977	— 711, 1191	
N. Lond. Ry. Co., <i>Re</i>	2033	Notley v. Palmer	2023
N. Lond. Ry. v. G. N. Ry. Co.	357,	Noton v. Brookes	569
— 457		Nott v. Riccard	1847
North of E. Oilcake Co. v. Arch-		Nottage v. Buxton, <i>Re</i> Knowles	1461
— angel Ins. Co.	439	— v. Jackson	582
North Shore Ry. v. Pion	513	— v. Prince	1946
North Staff. Ry. v. Tunstall L. B.	529	Nottige v. Green	1465
North W. Ry. Co. v. Whinsay .	1788	Nottingham, <i>Exp.</i> , <i>Re</i> Tuff . .	778
Northage, <i>Re</i>	1421	— &c. Co. v. Butler	470,
— Ellis v. Barfield. 1483		— 1855, 1874	
Northam Bridge Co. v. The		Nottley v. Palmer	809, 835, 856
— Queen	350	Nouaille v. Flight	1880
Northampton Coal &c. Co. v.		Nouvion v. Freeman	626
— Mid. Waggon Co.	27, 725	Novosielski v. Wakefield . .	1650
Northampton Char., <i>Re</i>	1102	Nowell, <i>Re</i>	427
Northampton (M. of) v. Pollock	1598,	— v. Nowell (13 Mar. 1877,	
— 1669		— B. 1492)	[311], 313
Northcote v. Doughty	836	— v. Nowell (7 Eq. 538) . .	1806
Northern Assam Tea Co.	1663	Noyte, <i>Re</i>	712 <i>Add.</i>
Northern Ass. Co. v. Harrison .	1761	— v. Crawley	1224, 1804
		— v. Pollock	1633, 1634

	PAGE
Nugee, <i>Exp.</i> , Middleton v. Pollock	1160, 1161, 1162
Nugent & Riley, <i>Re</i>	1892
— v. Vetzern . 846, [882], 888	
Nulty v. Fagan	1278
Nuneaton L. B. v. Gen. Sewage Co.	533
Nunn v. Barlow	1285
— v. Fabian	1840, 1890
— v. Hancock	1855
Nurse v. Durnford . 123, [914], 915	
Nuttall v. Hargreaves 550 <i>Add.</i> , 1981	
— v. Vining	543
— v. Whittaker, <i>Re</i> Hartley	150, 667 <i>Add.</i>
Nutter v. Messageries Maritimes	16
Nye v. Macdonald	203
— v. Maule	326, 1328

O.

Oakbank Oil Co. v. Crum	605
Oakeley	879
— v. Pasheller	1823
Oakes v. Turquand	1925, 1935
Oakey & Sons v. Dalton	544
Oakford v. European and American Steam Shipping Co.	1823
Oakwell Colls., <i>Re</i>	733
Oastler v. Henderson	730
Obat v. Barrow, <i>Re</i> Douglas	1139, 1140
Obbard, <i>Re</i>	1199
Obee v. Bishop	980, 1225, 1256
O'Brien v. Lewis	237, 930, 937
— v. Mahon	1635
— v. Maitland	821
— v. Osborne	1185, [1405]
— v. Tyssen	34, 123, 1136
Occleston v. Fullalove	1325
Ocean Queen Steamship Co., <i>Re</i>	2072
Oceanic Steam Navigation Co. v. Sutherland	959, 1006, 1469, 1845
Ockford v. Barelli	113
Ockleston v. Heap	959
O'Connell v. O'Callaghan	986
O'Connor, <i>Re</i>	938
— v. Spaight	1154, 1155
Oddfellows of Manchester, <i>Re</i>	1024
Oddie v. Woodford	746
Oddy v. Dickenson	[1358]
— v. Secker	1170
— v. Smith	570
Odell, <i>Exp.</i> , <i>Re</i> Walden	1670
Odessa Tramways Co. v. Mendel	1848
O'Donel v. Brown	1379
O'Donnell v. Crop	1289
O'Donohue, <i>Re</i>	1766
O'Donovan v. Goggin	433 <i>Add.</i> , 668 <i>Add.</i>
Offen v. Harman	1874
Official Receiver, <i>Exp.</i> , <i>Re</i> Emery	1674
Official Receiver, <i>Exp.</i> , <i>Re</i> Gould	1236
Official Receiver, <i>Exp.</i> , <i>Re</i> Mills	1958
Official Receiver, <i>Exp.</i> , <i>Re</i> Morritt	1679, 1680
Official Receiver, <i>Exp.</i> , <i>Re</i> Watson	1670
Ogden v. Battams	1177, 1583
— v. Fossick	467, 1837, 1842
Ogilvie, <i>Re</i>	1718, 1722
— v. Currie	1926
— v. Jeaffreson 939, 1747, 1922, 1923	
Ogilvy v. Foljambe	1838, 1839
Oglander v. Oglander	1020, 1021
Ogle and Pilling, <i>Exp.</i> 961, 985, 988	
— v. Sherborne (L.), <i>Re</i> Whorwood	1370
O'Gorman, <i>Re</i>	1048
O'Halloran v. King, <i>Re</i> Bown	768
O'Hara, Matthews & Co. v. Elliott & Co.	263 <i>Add.</i>
Ohlsen v. Terrero	99
O'Keefe v. Casey	845
O'Kelly v. Culverhouse	223
Okilt v. Whittaker	1914, 1915
Old, <i>Re</i> , Pengelley v. Herbert	1253
— v. Old	1151
Old Mill Co. v. Dukinfield Local Board	330
Oldaker v. Lavender	1178
Oldfield v. Cobbett	1278
Oldham's Estate, <i>Re</i>	2014
Oldham v. Hands	938, 940, 1947
— v. Lords of the Treasury	349
— v. Stringer	1705
Oldin v. Samborn	868
Olivant v. Wright	737
Olive's Estate, <i>Re</i>	2041, 2042, 2043
Olive, <i>Re</i> , Olive v. Westerman	975, 976
— v. Westerman	1264
Oliver's Claim, <i>Re</i> East London Ry. Co.	2007
Oliver, <i>Re</i>	237
— & Scott's Arbitration, <i>Re</i>	359
— v. Hunting	1838, 1840
— v. Lowther	668, 669, 1720
— v. Oliver (10 W. R. 18).	585
— v. — (11 Eq. 506)	1366
— v. — (10 Ch. D. 765)	799, 802, 1450
— v. Richardson	808
Ollendorff v. Black	579
Olley v. Fisher	[1888], 1913
Olney (Chas.), <i>Re</i>	1098
— v. Bates	1369 <i>Add.</i>
O'Loughlin v. Fitzgerald	1757
O'Mahoney v. Burdett	1355
— v. Dickson	1155
O'Malley, <i>Re</i>	406, 886, 887

	PAGE		PAGE
<i>O'Malley v. Elease</i>	115	<i>Ormerod (Lady) v. Hutchinson</i>	938,
<i>Ormanney, Re</i>	1616		1947
— <i>v. Stowell</i>	42	<i>Ormerod's Estate, Re</i>	1481
<i>Ormanney v. Lushier</i>	1040	— <i>Settled Estate, Re</i>	1530
<i>O'Neil v. Mead</i>	1293	<i>Ormsby, Re</i>	653
<i>O'Neil v. City and County Fi-</i>		<i>Ormsdon, Re, Goldring v. Lan-</i>	
<i>lance Co.</i>	1681	— <i>caster</i>	225, 1267
<i>Ormond v. Tyter</i>	144	<i>Orpen's Estate, Re, Berwick v.</i>	
<i>Ormslow's Trusts, Re</i>	429	<i>Orpen</i>	1389
<i>Ormslow, Re, H. v. Gayford</i>	776	<i>Orr v. Harper</i>	56
— <i>& Whalley's Case</i>	407, 408	<i>Orrall Colliery Co., Re</i>	121
— <i>v. Commrs. of Inland</i>		— <i>v. Bush</i>	704
<i>Revenue</i>	141, 729, 730	— <i>v. Orrell</i>	1343
<i>Onward Bldg. Soc., Re</i>	269 Add.	<i>Orrett, Est.</i>	1703
<i>Onyon v. Washbourne</i>	658	— <i>v. Corser</i>	965
<i>Oosdeen v. Oakley</i>	625	<i>Orr-Ewing v. Johnston</i>	542, 543
<i>Ooregum, & Co. v. Roper</i> 605 Add.			1995
— <i>Gold Mining Co. of</i>		— <i>v. Registrar of Trade</i>	
<i>India, Roper v. Wallroth.</i>		<i>Marks</i>	[1969], 1996
<i>Wallroth v. Roper</i>	706 Add.	<i>Orsley's Charity, Re</i>	[1108]
<i>Openshaw v. Davies</i>	1188	<i>Orsmond, Re, Drury v. Orsmond</i>	1205
<i>Opera Limited, Re</i>	16, 2, 1914	<i>Ortigueza v. Brown</i>	1749, 1756
<i>Oppenheim v. Hall</i>	1868	<i>Orton v. Napper</i>	[1833]
— <i>v. Henry</i>	1195, 1347	<i>Osborn v. Morgan</i>	800, 801
— <i>v. Oppenheim</i>	517	<i>Osborne's Estate, Re</i>	788
— <i>v. Schweder, Re</i>		— <i>Mortgage, Re</i>	1049
<i>Schweder</i>	1384	<i>Osborne, Exp.</i>	1766
— <i>v. Sheffield</i>	60 Add.	— <i>Re</i>	1042
<i>Oppenheimer v. Davenport</i>	224	— (25 Beav. 353)	237
<i>Oppert v. Beaumont</i>	745	— <i>to Rowlett</i>	960
<i>Oram v. Brearey</i>	691	— <i>v. Foreman</i>	1020
<i>Orange v. Pickford</i>	140, [214]	— <i>v. Harvey</i>	652, 661
<i>Ord, Re, Dickinson v. Dickinson</i>	1377	— <i>v. Marlborough (D.)</i>	1480
— <i>v. Johnston</i>	1842	— <i>v. Osborn</i>	1558
— <i>v. Noel</i>	1845	— <i>v. Osborne</i>	304, 1855
<i>Orde, Re</i>	1022, 1078, 1081	— <i>v. Usher</i>	726
<i>O'Reilly v. Alderson</i>	1023	— <i>v. Williams</i>	1178
— <i>v. Walsh</i>	744	<i>O'Shea v. O'Shea</i> 387, 407, 722 Add.	
<i>Orger v. Sparke</i>	1569	— <i>v. Wood</i>	79 Add., 80
<i>Orient Steamship Co. v. Ocean</i>		<i>Oslar v. Oslar</i>	352, 641
<i>Insee Co.</i>	260	<i>O'Sullivan v. Burke</i>	1194
<i>Oriental & C. Tel. Co. v. Dodwell</i>	464	<i>Oswald v. Landes</i>	402
<i>Oriental Bank Corp., Re</i>	298	<i>Other v. Iveson</i>	1218, 1787
<i>Oriental Steam Co. v. Briggs</i>	1839	<i>Ottaway v. Hamilton</i>	779
<i>Oriental Tel. Co., Re</i>	2075	<i>Otter v. Vaux (L.)</i>	1757
<i>Original Hartlepool Collieries</i>		<i>Ottley v. Gilby</i>	1252
<i>Co., Re</i>	704	<i>Otto v. Linford</i>	552, 745
<i>Original Hartlepool Collieries</i>		— <i>v. Steel</i>	551
<i>Co. v. Gibb</i>	35	<i>Ottos Kopje Mines, Re</i>	1920
<i>Original Hartlepool Collieries</i>		<i>Outhwaite, Re, Outhwaite v.</i>	
<i>Co. v. Moon</i>	80	<i>Taylor</i>	976
<i>Orme, Re, Evans v. Maxwell</i>	1285,	<i>Outram v. Maud</i>	513
	1286	— <i>v. Outram</i>	[128]
<i>Ormerod, Re</i>	1047, 1051	<i>Outten's Settled Estates, Re</i>	[1501]
— <i>Atkinson v. Ormerod</i>		<i>Outwin, Re</i>	750
	[926]	<i>Overend, Gurney & Co. v. Ori-</i>	
— <i>v. Bleasdale</i>	738	<i>ental Fin. Corp.</i>	1789
— <i>v. Tate</i>	932	<i>Overhill, Re</i>	1392
— <i>v. Todmorden Mill Co.</i>	326,	<i>Overington v. Ward</i>	659, 1191, 1196
	365, 366, 513, 726	<i>Overton, Re, Hansby v. Llewel-</i>	
<i>Ormiston, Exp.</i>	624	<i>lyn</i>	107 Add.
<i>Ormond, Re, Norris v. Ormond</i>	[894]	— <i>v. Banister</i>	996
— <i>v. Townsend</i>	362, [364],	<i>Ovey, Re, Broadbent v. Barrow</i>	1091,
	643		1141, [1346], 1366

	PAGE
Owen, <i>Re</i> (13 Dec. 1855, B. 211)	203
—— (4 Ch. 782)	1047
—— (10 Ch. D. 166)	[1495], 1496
——, Frisby <i>v.</i> Owen	1314 <i>Add.</i> , 1315
——, Poe <i>v.</i> Shortt	1286
—— <i>v.</i> De Beauvoir	1220 <i>Add.</i>
—— <i>v.</i> Delamere	1315
—— <i>v.</i> Edwards, <i>Re</i> Edwards	[376], 381
—— <i>v.</i> Henshaw	[145], 934
—— <i>v.</i> Homan	1787, 1789
—— <i>v.</i> L. & N. W. Ry. Co.	2008
—— <i>v.</i> Morgan, <i>Re</i> Morgan	33, 73
—— <i>v.</i> Pritchard	389
—— <i>v.</i> Roberts	1769
—— <i>v.</i> Thomas	1838
—— <i>v.</i> Wynn	75, 76
Owens <i>v.</i> Dickinson	761, 1203, 1216
—— <i>v.</i> Emmens	97, 141
Owthwaite, <i>Re</i> , Owthwaite <i>v.</i> Taylor	1003
Oxenden <i>v.</i> Compton (L.)	873
Oxenham <i>v.</i> Ellis	1635, 1650
Oxford Benefit Bldg. Soc., <i>Re</i>	606, 1942
—— (Bp. of) <i>v.</i> Wise	1919
—— Charity, <i>Re</i>	1099
—— <i>v.</i> Provand	1839
—— Corp. C. C., <i>Exp.</i>	2044

P.

P. Caland, The, <i>v.</i> Glamorgan Steamship Co.	747 <i>Add.</i>
Pacific Steam Co. <i>v.</i> Gibbs	455
Packer <i>v.</i> Packer	788
Packman, <i>Re</i>	1043
—— and Moss, <i>Re</i>	1885
Padbury, <i>Exp.</i>	[2086]
Paddock <i>v.</i> Forrester	1270
Paddon <i>v.</i> Richardson	961, 963
—— <i>v.</i> Winch	80, 82, 257
Padley <i>v.</i> Lincoln Water Co.	83
Padstow Total Loss Assoc., <i>Exp.</i> Bryant	733
Padwick <i>v.</i> Hurst	1154, 1155
—— <i>v.</i> Scott	32, 1315
—— <i>v.</i> —, <i>Re</i> Scott	1785
—— <i>v.</i> Stanley	1170, 1781
—— <i>v.</i> Wittcomb	1909
Pagain, <i>Re</i>	1045
Page, <i>Re</i> (5 Aug. 1870)	1128
—— (32 Beav. 485)	257, 259
——, Jones <i>v.</i> Morgan	981 <i>Add.</i> , 1256 <i>Add.</i>
—— <i>v.</i> Bennett	1893
—— <i>v.</i> Clay	[1303]
—— <i>v.</i> Cox	[1274]
—— <i>v.</i> Gilmore	132 <i>Add.</i>
—— <i>v.</i> Horne	1451

	PAGE
Page <i>v.</i> International Agency Trust	1692 <i>Add.</i>
—— <i>v.</i> Leapingwell	1469
—— <i>v.</i> Newman	1180
—— <i>v.</i> Slade	[1802], 1809
—— <i>v.</i> Ward	78
—— <i>v.</i> Wisden	578
—— <i>v.</i> Young	1367
Paget's Settled Estates, <i>Re</i>	1508, 1510
Paget <i>v.</i> Ede	626, 1574, 1581, 1837
—— <i>v.</i> Foley	1220 <i>Add.</i> , 1221
—— <i>v.</i> Grenfell	1463
—— <i>v.</i> Marshall	1901, 1912, 1914
Paice <i>v.</i> Archbishop of Canterbury	1090, 1094, 1134, 1147
Pain <i>v.</i> Coombs	1840, 1893
Paine's Trusts, <i>Re</i>	1080
Paine, <i>Re</i>	1023, 1080
—— and The Warehousemen and Clerks' Permanent Benefit Bdg. Soc.	[1746]
—— <i>v.</i> A. G.	[1083]
—— <i>v.</i> Chisholm	223, 257, 724
—— <i>v.</i> Daniells	2002 <i>Add.</i>
—— <i>v.</i> Edwards	1586
—— <i>v.</i> Hall	938, 1947
—— <i>v.</i> Hutchinson	1836, [1894, 1965], 1968
—— <i>v.</i> Mellor	1871
—— <i>v.</i> Slater	711
Painter <i>v.</i> Newby	1881
Paitson <i>v.</i> Paitson	1312
Palairot <i>v.</i> Carew	996
Palatine Estate Char., <i>Re</i>	1095
Palermo, The	74
Palin <i>v.</i> Brooks	1367
—— <i>v.</i> Gathercole	[583]
Palliser <i>v.</i> Gurney	752, 753, 773
Palmer's Application, <i>Re</i>	34, 542
——, &c. Co., <i>Re</i>	2067
—— Will, <i>Re</i>	1471
Palmer, <i>Exp.</i>	2043
——, <i>Re</i> (21 Ch. Div. 47)	1999
—— (22 Ch. Div. 88)	746
—— (14 Ch. Div. 504)	1993, 1994, 1995
—— (45 Ch. Div. 291)	240, 267
—— (W. N. 1873, 26)	1012
——, Clarke <i>v.</i> Palmer	1748
——, Palmer <i>v.</i> Hardwick	366, 368
——, Skipper <i>v.</i> Skipper	122, 123
—— <i>v.</i> Caledonian Ry. Co.	16 <i>Add.</i>
—— <i>v.</i> Carlisle	1600
—— <i>v.</i> Eyre	1607
—— <i>v.</i> Flower	1465
—— <i>v.</i> Goren	297, 312
—— <i>v.</i> Hendrie	1583, 1658
—— <i>v.</i> Johnson	308, 1881
—— <i>v.</i> Jones	[991], 993, 997, 1272

	PAGE		PAGE
Palmer v. Locke	304, 422, 1863, 1845, 1855	Parker, <i>Re</i> , <i>Exp.</i> Turquand	1674
— v. Mallet	468, 1821	—, Barker v. Barker	1356
— v. Mitchell	985, 989, 1829, 1830, 2042	—, Bentham v. Wilson	1326
— v. Palmer	9	—, Cash v. Parker	105, 637, 658
— v. Vaughan	666	—, Dearing v. Brooks	620, 658, 659
— v. Wagstaffe	560	—, Wignall v. Park	1144
— v. Wakefield	970, 977, 995	— and Beach, <i>Re</i>	1872
— v. Walesby	826, 915	— to George	248
— v. Wright	68	— v. Blenkhorn	269
— v. Young	1493	— v. Butcher	1766
Palmerston (L.) v. Turner	1870	— v. Clarke	1748
Palmer v. Danby	1602	— v. De Tabley	893
Panama, &c. Co., <i>Re</i>	1144, 1692	— v. Dee	1201
— v. India Rubber, &c. Co.	1172, [1940], 1941	— v. Dunn	676
Panmure, <i>Exp.</i> , <i>Re</i> National Coffee Palace Co.	1171, 1783	— v. First Avenue Hotel Co.	454, [487], 492
Pannell, <i>Exp.</i>	1705	— v. Frith	1847
—, <i>Re</i> England	1585	— v. Gerard	1550
—, <i>Re</i> , <i>Exp.</i> Bates	1234	— v. Hutchinson	1181
Papa de Rossie, The	262	— v. Lechmere	803
Pape v. Lister	78	— v. Locke	1468
Papillon, <i>Re</i>	[1484], 1484	— v. M'Kenna	93, 969, 1939, 1940
Pappa v. Rose	360	— v. Morrell	134, 162, 323, 328, [332]
Paragon and Spero Mining Co., <i>Re</i>	426, 429	— v. Peet	1158
Paramore v. Greenslade	1871	— v. Pocock	656
Parby, <i>Re</i>	1052, 1056	— v. Ringham	1201
Pardo v. Bingham	1223, 1338, 1407	— v. Sidney	1695
Pare v. Clegg	652	— v. Simpson	113
Pares, <i>Re</i> , Lillingston v. Pares	1499	— v. Sowerby	809
— v. Pares	1468	— v. Watkins	1619, 1638
Parfitt v. Jepson	1844	— v. Wells	61, 73, 77
— v. Lawless	1946	— v. Wentworth (L.)	[1620]
Pariente v. Lubbock	1164, 1170	— v. Whyte	471
Paris Skating Rink Co., <i>Re</i>	106	— v. Winder, <i>Re</i> Wilson	1344
— v. Paris	1483	Parkers, <i>Re</i> , <i>Exp.</i> Sheppard	967
Parish v. Hudson, <i>Re</i> Lucas	1368	Parkes, <i>Re</i>	1118
— v. Poole	261, 1703, 1709, 1710	—, Simpson v. Parkes	1250
Park, <i>Re</i> , Cole v. Park	219, 238, 255	— v. Stevens	552
Parke, <i>Re</i> (31 July, 1876, B. 2189)	[417]	Parkhurst v. Lowten	83, 84
— (21 L. T. 218)	1081	Parkin, <i>Re</i> , Hill v. Schwarz 762 <i>Add.</i> , 782 <i>Add.</i> , 1408, 1845	
— (11 W. R. 937)	1140, 1144	— v. Cresswell, <i>Re</i> Cresswell	1370
— v. Thackray	976	— v. Proudfoot	[1390]
Parker's Case	1894	— v. Seddons	637, 658, 659
— Estate, <i>Re</i>	2024	— v. Thorold	1847, 1859
— Trusts, <i>Re</i>	1022 <i>Add.</i>	Parkinson v. Chambers	66
— Will, <i>Re</i>	1015	— v. Hanbury	257, 1179, 1598, 1634
Parker, <i>Re</i> (32 Beav. 580)	1055	— v. Lucas	1607
— (21 Ch. Div. 408)	262	Parkyns v. Parkyns	675
— (13 Eq. 495)	2040	Parmeter v. Parmeter	727
— (53 L. T. N. S.)	579, 1676	Parnell, <i>Re</i>	846
—, An Infant	[866]	— v. Hingston	970, 1252, 1379, 1427
— B. A.	258, 269	— v. Mort, Liddell & Co.	570
—, <i>Exp.</i> Charing Cross Bank	1673	— v. Parnell, <i>Re</i> Bayne [1290]	
—, <i>Exp.</i> Dann	1675	— v. Price	987
—, <i>Exp.</i> Sheppard	1823	— v. Walter	74

	PAGE
Parnell v. Wood 63 <i>Add.</i> , 72 <i>Add.</i> , 138 <i>Add.</i>	
Parr v. L. C. & D. Ry.	82
— v. Lovegrove [1850], 1858, 1859	
Parramore v. Greenslade	[310]
Parrott, <i>Re</i>	1019
—, Parrott v. Parrott	1367
—, Walter v. Parrott	799,
1450, 1451	
— v. Palmer	481, 578
— v. Shellard	359
— v. Sweetland	1904
— v. Treby	996
Parry and Daggs, <i>Re</i>	1355
—, <i>Re</i>	1012, [1887]
—, Scott v. Leak	1380, 1381
— v. Ashley	1262
— v. Parry	[1357, 1724]
— v. Spencer, <i>Re</i> Harrison	1308
Parson v. Brand	1679
Parsons' Case	836
Parsons, <i>Exp.</i>	1670
—, <i>Re</i> Townsend	1678
—, <i>Re</i> , Stockley v. Parsons	774,
1247	
— v. Beebee	1048, [1067]
— v. Cotterill	467
— v. Groome	420, 1263
— v. Hayward	1799, 1811
— v. Hind	1684
— v. Miller, <i>Re</i> Stokes	[1405,
1406], 1407	
— v. Parsons	1326, 1377
— v. Peters	854
— v. Porter	[1168]
Parteriche v. Powlet	480
Partington's Estate	2026
Partington, <i>Re</i>	967
—, Partington v. Allen	975
— v. A. G.	1194
— v. Booth	632, 633
— v. Reynolds	339, 986,
1158, 1248	
—, <i>Re</i> Shard [908]	
— v. Woodcock	1631
Partridge v. Foster	1719
— v. Smith	1914
— v. Usborne	1751
Pascoe v. Richards	120, 156
— v. Swann	1541, 1557
Pashler v. Vincent	388
Pasley v. Freeman	1924
Pasmore, <i>Re</i>	240
Pass v. Dundas	959
Passingham v. Sherborn	986, 1023
Patch v. Ward	69, 1612, 1658
— v. Wild	1637
Patching v. Barnett	296, 1267, 1268,
1830	
— v. Bull	1308
Pat. File Co.	1690
Pat. Invert Sugar Co., <i>Re</i> . . .	2068

	PAGE
Pat. Marine Inventions Co. v. Chadburn	324, 557
Pat. Type Co. v. Lloyd	562
— v. Walter	562
Pat. Ventilating Granary Co., <i>Re</i>	2069, 2071
Paterson v. Long	1857
— v. Paterson (2 Dec. 1861, B. 2307)	282
— v. Paterson (3 N. R. 657)	2042
— v. Paterson (2 Eq. 31) . . .	1031, 1053, 1072, 1082
— v. Scott	[1398], 1408
— v. St. Andrew (Provost of)	737
Patey v. Flint	1656
Patience, <i>Re</i> , Patience v. Main	1335
Patman v. Harland	469, 918, 1857,
1891	
Paton v. Brebner	1857
— v. Rogers	1869
Patrick, <i>Re</i>	1428
—, Bills v. Tatham	1663
— v. Crick	[1322]
— v. Milner	1847, 1848
— v. Simpson	980, 1257
Patritzke v. Harris	119
Patten v. Bond	1710, 1711
Patterson, <i>Re</i> , Wade v. Patterson	[291]
— v. Gas Light & Coke Co.	552
Pattison's Estates, <i>Re</i>	2041
Pattison v. Graham	1266
— v. Stockwell	[11]
Pattisson v. Gilford	470, 478
Paul v. Paul	817, 1428, 1961
— v. Roy	626
Paull, <i>Re</i>	236, 240
Pavy's Co., <i>Re</i>	1973
Pawlett, <i>Re</i>	1003
Pawley v. Colyer [1299], 1603, 1640, [1725], 1725	
Pawsey v. Armstrong [1796], 1809, 1825	
Pawson v. Brown	1387, [1433], 1434
Paxton, <i>Re</i> , <i>Exp.</i> Pope	1680
— v. Baird	150 <i>Add.</i>
— v. Douglas	704
— v. Macreight, <i>Re</i> Macreight	1335
— v. Newton	1836
Payne, <i>Exp.</i> , <i>Re</i> Cross	737, 1675,
1676, 1677	
—, <i>Re</i> Sinclair	923
—, <i>Re</i> , Randle v. Payne	118, 751
— v. An Infant	[1019]
— v. Banner	1847
— v. Esdaile	1166
— v. Evens	981, 996
— v. Fern	1671
— v. Hornby	1817
— v. Little	993, 1254

	PAGE		PAGE
Payne v. Long	1390	Pearson v. Benson	938, 940
— v. Low	853	— v. Cardon	442
— v. Matthews	1683	— v. Pearson	592, 1265
— v. Mortimer	1202	— v. Ripley	361
— v. Rocher Colliery Co.	467, 503	— v. Spencer	509
— v. Tanner	1254	— v. Sutton	943
Paynter v. Carew	679, 687, 1586	Pease v. Cheesbrough [1274],	1277
— v. Houston	1188, 1199	— v. Coates	470
Peace & Waller, Re	235, 661, 668, 752, 754, 761	— v. Fletcher	660
— v. Hains	1202	— v. Hewitt	1803, 1808
Peach, Re	1053	— v. Jackson 1747, 1756, 1767	
— v. Pigou	678	— v. Pattinson	1091
Peacock's Estate	1463	Peat's Estates, Re, Exp. Stock-	
— Trusts, Re	760	— ton, &c. Ry. Co.	[2026]
Peacock, Re 1033, 1052, 1352, 1464		Peat v. Jones	1160, 1161, 1162
— v. Colling	1247	— v. Roberts	[1649]
— v. Collins	997, 1023	Peatfield v. Barlow	923
— v. Eastland	1499	Peck and London School Board,	
— v. Evans	1950	— Re	1885
— v. Frigout, Re Abbott. 1356		— v. Beechey	1328
— v. Monk	760	— v. Peck	[1340]
— v. Morgan	383	— v. Trower	[89]
— v. Peacock	334	Peckham v. Taylor	1427
Peak v. Hilton	[1360]	Pedder's Settlement, Re	1429
Peake v. Finchley Local Board 361		Pedder v. Pedder	138
— v. Highfield	1919	— v. —, Re Taylor	787
— v. Ledger	1251	Peek v. Derry	1934
Pearce, Exp., Re Williams	1679	— v. Gurney 1925, 1926, 1933,	
— Re	379, 1093	— 1938	
— v. Crutchfield	1252	— v. Matthews	470
— v. Foster	80	— v. Savory, Re Harvey	1355
— v. Lindsay	260	— v. Spencer	40
— v. Morris	1603, [1728]	— v. Trinsmaran &c. Co.	649, 662, 663
— v. Pearce (7 Sim. 138)	309	Peel v. Peel	1835
— v. — (22 W. R. 69)	34	Peerless, The	137
— v. — (9 Ves. 548)	826	Peers v. Ceeley	1617
— v. — (22 Beav. 248)	960, 1278	— v. Lambert	1880
— v. Powell	[1359]	— v. Needham	1568
— v. Radcliffe, Re Radcliffe 1269		— v. Sneyd	304, 1875
— v. Speckett	157	Pegg v. Wisden	303
— v. Watts	[1841]	Pegler v. White	1872
Peard v. Morton, Re Luddy	1355	Peile, Re	241
Peareth v. Marriott	733, 1378	— v. Stoddart	64
Pearks v. Moseley	1355	Peillon v. Brooking	769, 993, 1338
Pearl v. Deacon	1603, 1790	Pelham (L.) v. Harley (L.)	399
Pearl Life Ass. Co. v. Batten-		— v. Hilder	987
— shaw	1875 Add.	— v. Newcastle (Ds.)	380, 395, 399, 402, 403
Pears v. Laing	1221, 1606	Pell, Re	1046
Pearse, Re, McLean v. Smith 1266,		— v. De Winton	1665
— 1268		— v. Northampton &c. Ry.	
— v. Green 987, 1182, 1169,		— Co.	1904
— 1170		Pellas v. Neptune Marine Ins.	
— v. Hewitt	1320, 1810	— Co.	35, 1159, 1162
— v. Pearse	760, [1374]	Pelley v. Bascombe	1640
Pearshall v. Wallar	1573	Pelling v. Goddard 1004 Add.,	1014
Pearson's Case	1941	Pelly v. Bascomb	868
Pearson, Exp.	1090	— v. Wathen	922
— Re 975, 1004, 1015, 1047		Pelsall Coal & Iron Co., Re	2070
— v. A. G., Re Perton	301	Pelton v. Harrison	752, 753, 754, 773, 774, 776, 777
— v. Amicable Soc.	1427	Pember v. Eames	365
— v. Beet	[971]	Pemberton v. Barnes	293, 1563

	PAGE		PAGE
Pemberton v. McGill . . .	762	Perkins v. Baynton . . .	1232
— v. Topham . . .	1190	Perls v. Saalfeld . . .	468 <i>Add.</i>
Pembroke v. Friend . . .	1295, 1704	Pern, <i>Re</i> . . .	1263
Pendarves v. Munro . . .	495 <i>Add.</i>	Perpetual Curate of Bilston, <i>Re</i>	[2022]
Pender, <i>Re</i> 240, 241, 246, 259, 262		Perrett <i>Exp.</i> , <i>Re</i> Frape . . .	237 <i>Add.</i> , 239 <i>Add.</i> , 249 <i>Add.</i>
— v. Fox . . .	1970	Perriam, <i>Re</i> , Perriam v. Perriam	1881
— v. Lushington . . .	602	Perrin, <i>Re</i> , Court v. Perrin	362, 368, [1188], 1214
Pendlebury v. Walker . . .	1669, 1784	Perring v. Traill . . .	1146
Pendleton v. Mackray . . .	843	Perry's Case . . .	969
— v. Rooth . . .	1587, 1607	— Estate, <i>Re</i> . . .	2015
Penfold, <i>Re</i> . . .	1213	Perry, <i>Re</i> (22 W. R. 433). . .	209
— v. Bouch . . .	997	— (23 W. R. 335) . . .	1014
— v. Mould . . .	791, 1429	— v. Barker . . .	1638
Pengelly v. Herbert, <i>Re</i> Old . . .	1253	— v. Barnett . . .	1969
Penhall v. Elwin . . .	1431	— v. Clutton Coal Co. . .	[1685]
Penley v. Anstruther . . .	235	— v. Dorset . . .	451
Penn v. Baltimore (L.) . . .	626, 653, 1574, 1581, 1837	— v. Eames . . .	350, 493, 494
— v. Bibby . . .	555, 558, 560, 744	— v. Holl . . .	1164, 1750
— v. Jack . . .	569	— v. Keane . . .	1584
Pennefather v. Pennefather . . .	810	— v. Knott . . .	970
— v. Short . . .	170	— v. Meddowcroft . . .	1267, 1583
Pennell v. Deffell . . .	966, 1164	— v. Oriental Hotels Co. . .	653, 663
— v. Dysart (E.) . . .	1482	— v. Shipway . . .	611, 613, 664, 1092
— v. Roy . . .	705	— v. Truefit . . .	541, 543
Pennington, <i>Re</i> , <i>Exp.</i> Cooper . . .	1955	— v. Walker . . .	1633
— v. Alvin . . .	824	Perry-Davis v. Harbord . . .	1993, 1994
— v. Brinsop Coal Co. . .	532, 534	Perry-Herrick v. Attwood	1152, 1748
— v. Buckley . . .	1255	Perton, <i>Re</i> , Pearson v. A. G. . .	331
— v. Dalbiac . . .	295, 1549, 1552	Peruvian Guano Co. v. Bock-	
— v. Payne, <i>Re</i> Wilson	1297, 1298	woldt . . .	118, 625, 626
Penny v. Aveson . . .	988	— v. Drey-	
— v. Francis . . .	1279	fus . . .	1181
— v. Goode . . .	63	Pescod v. Poscod . . .	357
— v. Penny . . .	1200, 1267, 2032	Petar v. Lailey . . .	325
— v. Pretor . . .	831, 1068	Peter v. Nicholls . . .	1857, 1860, 1875, 1961
— v. Watts . . .	334, 1196, 1197	— v. Peter . . .	[102], 106
Penrhyn v. Hughes . . .	1632	— v. Thomas Peter . . .	825
Penrice v. Williams . . .	63, 159, 160	Peterborough Bp., <i>Exp.</i> , <i>Re</i>	
Penrose v. Manning, <i>Re</i> Brown	1325	Syston Ry. Co. . . .	2018
Pensotti v. Pensotti . . .	825	Peters, <i>Re</i> . . .	[270], 384
People's Café Co., <i>Re</i> . . .	2071	— v. Bacon . . .	1545, 1555
Pepe v. City & Suburban Bldg.		— v. Grote . . .	792, 912
Society . . .	1767 <i>Add.</i>	— v. Lewis & E. Grinstead	
Pepper, <i>Re</i> . . .	827	Ry. Co. . . .	1007, 1467, 1842
—, Pepper v. Pepper	15, 20	— v. Tilly . . .	118
Peppercorne v. Clench . . .	1970	Peterson v. Elwes . . .	308
Peppitt, <i>Re</i> , Chester v. Phillips	[108], 109, 1321, 1325	— v. Peterson . . .	1397
Percival v. Dunn . . .	34, 123, 1709	Peto v. Brighton & c. Ry. . .	466, 1837, 1842
— v. Roberts . . .	[103]	— v. Peto . . .	1432
Percy & c. Iron Mining Co., <i>Re</i> . . .	27	Petre, <i>Exp.</i> L. . . .	853
— v. Percy . . .	1380	— v. Duncombe . . .	1183, 1783
Perkins, <i>Re</i> . . .	241	— v. Petre . . .	811, 854, 980, 1222, 1328
—, Perkins v. Bagot	1468 <i>Add.</i>	Pettit, <i>Re</i>	222, 996
— v. Bradley . . .	618, 1751	Petty v. Cooke . . .	1789
— v. Ede . . .	312, 1880	— v. Daniel . . .	344, 345, 387
— v. Stafford . . .	[1654], 1654	— v. Petty . . .	1364
Perks' Estate, <i>Re</i> . . .	2015		
Perks v. Stothert . . .	[928]		

	PAGE		PAGE
Peyton's Settlement, <i>Re</i>	1004, 1453	Phillips v. Miller	1751
Peyton, <i>Re</i> (10 W. R. 515)	293	— v. Mullings	1435
— (2 D. & J. 290)	1052, 1073	— v. Munnings.	1253
— (30 Beav. 252)	959	— v. Parry	1406
— (2 Jur. N. S. 1013)	2041	— v. Phillips (40 L.T. N.S. 815)	58
— v. Bond	820	— v. — (5 Q. B. Div. 60)	738
— v. Peyton	893	— v. — (4 D. F. & J. 208)	1756
Pfleger, <i>Re</i>	2031, 2032	— v. — (9 Ha. 473)	1154, 1170
Pharmaceutical Society v. London Supply Association	1480	— v. — (3 Ha. 299)	1222
Phelan, <i>Re</i>	1001	— v. — (29 Ch. Div. 673)	1493
— v. Tedcastle	1838	— v. — (1 M. & K. 649)	[1829]
Phelp, <i>Re</i>	1045	— v. Silvester	[1867], 1869, 1870, 1871
Phelps, <i>Re</i>	1014	— v. Thomas	525, 526
— Stokes & Co. v. Comber	1972	— v. Treeby	505
— v. Prew	72	Phillipson v. Emanuel	15
— v. White	1881	— v. Gatty 970, 972, 977, 979	
Phene, <i>Re</i>	1391	— v. Gibbon	1853, 1857, 1859, 1875, 1876
— v. Gillam	994	— v. Hayter	779
Pheysey v. Pheysey	729, 730	— v. Kerry	1435, 1915
Philanthropic Soc. v. Hobson	1254	Phillipotts, <i>Re</i>	247
Philbrick's Trusts	781	Philp, <i>Re</i>	238
Philby v. Hazle	240, 937	Philpott v. St. George's Hosp. [1087], 1091, 1141, 1142, 1267	
Philips v. Beall	330	Philps, <i>Re</i>	1326
— v. Jones	659	Phipps v. Jackson	486, 477, 1837
— v. Ponnefather	979	— v. Lovegrove	961
Phillipott's Charity, <i>Re</i>	1098	— v. Tod	19, [697]
Phillipps v. Phillipps	33	Phoenix Bessemer Steel Co., <i>Re</i>	1690
— v. Smith	479	— Life Co., <i>Re</i>	606
Phillips's Trade Mark, <i>Re</i>	1994	Phosphate Sewage Co. v. Hartmont	384, 385, 387, 739, 1173, 1937, 1941
Phillips, <i>Exp.</i>	2045	Phosphate Sewage Co. v. Malleson	123
— (19 Q. B. Div. 234)	730	Photographic Artists' Co-Op. Co., <i>Re</i>	740
— (19 Ves. 122)	869, 873	Picard v. Hine	712, 752
—, <i>Re</i> Harvey	1957	Pick, <i>Re</i>	2043
—, <i>Re</i> (34 Ch. D. 67)	903	Pickard, <i>Re</i> , Turner v. Nicholson	1552
— (1891, 2 Ch. 402)	1998, 2003, 2032	— v. Anderson	1005
— (4 Ch. 629)	1046, 1616	— v. G. N. Ry. Co.	503
— (6 Eq. 250)	[2031]	— v. Hine [758], 761, 1845	
—, <i>Exp.</i> Bush	1766	— v. Marriage	1677
— Nat. Bank	1663	— v. Mattheson	167
— & Gill, <i>Re</i>	344	— v. Mitchell	1381
— v. Alderton	1840	— v. Prescott	552 Add.
— v. Andrews [1544], 1555, 1557		— v. Wheeler, <i>Re</i> Robinson	292, 1206
— v. Barnett	818	Pickering, <i>Re</i> , Pickering v. Pickering	[55], 72, 139
— v. Beale	131, 1224	— v. Bp. of Ely	1837
— v. Cayles	1253	— v. Cape Town Ry.	356, 357
— v. Evans	1612	— v. Hanson	629
— v. Foxall	1787		
— v. G. W. Ry. Co.	467, 597		
— v. Groves	[53, 54]		
— v. Gutteridge 1379, 1380, 1592			
— v. Holmer	79		
— v. Homfray	104, 316, 480, 482 Add., 503, 504, 1181, 1183, 1843		
— v. Ivel Cycle Co.	571		
— v. Jackson	1837		
— v. James	1450		
— v. Joel Cycle Co.	561		
— v. Kearney	150		
— v. Lady Llanover	[90], 95		
— v. Lord	494 Add.		

	PAGE		PAGE
Pickering v. Ilfracombe Ry.	429, 468	Pilley v. Robinson	43
— v. Pickering	1417, 1914	Pillgrem v. Pillgrem, <i>Re</i> Mor-	
— v. Stephenson	606, 607	gan	378, 1315, 1711, 1747
— v. Vowles	1493	Pilling, <i>Re</i>	[1030], 1044
Pickersgill v. Rodger	1342	— v. Pilling	[637, 640]
Pickford v. Brown	1267	Pim v. Harris	1811
— v. Hunter	705	Pimbley v. Molyneux, <i>Re</i> Moly-	
Pidding v. Howe	543	neux	1279
Piddock v. Brown	1584	Pimm v. Insall	297, 1199
Pidgeley v. Rawling	481	Pince v. Beattie	238, 937, 977, 993, 996, 1154
Pierce v. Fothergill	1181	Pinchard, <i>Re</i>	1195
— v. Williams	1781	— v. Fellows	1213, 1615
— v. Worth	580	Pinchin v. L. & Bl. Ry.	629, 2010
Piercy v. Finney	1804	Pinder, <i>Re</i>	259
— v. Young	132, 323, 326, 353, 355	— v. Smith	1068
Pierless, The	138	Pine, <i>Re</i>	81, 262
Pierson v. Grundell	[1654]	Pinedé's Sett. <i>Re</i>	781
— v. Knutsford Est. Co.	932	Pinfold v. Shillingford	1419
Pieschel v. Paris	1091, 1095	Pinhorn v. Souster	1630
Pieters v. Thompson	625	Pini v. Roncoroni	356 <i>Add.</i> , 1810, 1811
Pietroni v. Transatlantic Co.	1156	Pink, <i>In re</i>	873, 1203
Piffard v. Beeby	60, 826	Pinkerton v. Easton	931, 932
Pigg v. Clarke	1326	Pinkett v. Wright	966, 968
Piggott v. Anglo-Am. Tel. Co.	562	Pinkney & Sons Steamship Co.,	
— v. Jefferson	1256	Ltd. and Reduced, <i>Re</i>	[2067], 2068, 2070
Pigot's Case	1921, 1922	Pinney v. Hunt	1191, 1195, 1551
Pigott, <i>Re</i>	421	Pinnock v. Bailey	421
— & G. W. Ry. Co., <i>Re</i>	1835, 1869, 2036	Pinto v. Badman	543 <i>Add.</i>
— v. Cubley	1663	Piper v. Bateman	209
— v. Pigott (2 N. R. 14)	303	— v. Coke	[1659]
— (4 Eq. 549)	778, 809	— v. Piper (W. N. (76) 202)	384
— (24 Feb. 1873,		— v. — (1 J. & H. 91)	1294, 1295
B. 1225) [1439],	1441	Pirani v. A. G. for Gibraltar	1931
— (W. N. (93)	115) 1422 <i>Add.</i>	Pirie v. Goodall	546 <i>Add.</i> , 1992
— v. Williams	1159	Pit v. Cholmondeley	1178
Pike, <i>Re</i> , Burke v. Burke	1278	Pitman's Patent	1986
— v. Cave	456 <i>Add.</i>	Pitman v. Holborrow, <i>Re</i> Mab-	
— v. Dickinson	93	bett	1377
— v. Fitzgibbon	752, 753, 756, [757], 758, 761, 768	— v. Pitman, <i>Re</i> Bird	1306
— v. Hoare	1574	Pitt, <i>Re</i> , Lacey v. Stone	1147
— v. Keene	85, 383	— v. Bonner	679, 967, 1784
— v. Nicholas	573, 576, 577, 578	— v. Dacres (L.)	1221
— v. Stevens	917	— v. Davis	1853
Pilcher v. Arden	934	— v. Jones	[1544], 1554
— v. Hinds	8	— v. Snowden	675
— v. Rawlins	1747, 1750, 1754	— v. White	296, 1555
— v. Rigby	937	Pitten v. Chatterburg	60
Pile v. Pile, <i>Exp.</i> Lambton	2029	Pitts v. La Fontaine	996
—	1684	Planet Bdg. Co., <i>Re</i> Emerson	426
Pilkington v. Baker	637, 654	Plant, <i>Re</i> , <i>Exp.</i> Hayward	676
— v. Gwynne	[1654]	— v. Kendrick	68
— v. — (No. 2)	1639	Plasket v. Beeby	830
— v. Pilkington	1324 <i>Add.</i> , 1391 <i>Add.</i>	Plaskynaston Tube Co., <i>Re</i>	2071
Pillan v. Thompson	95	Plating Co. v. Farquharson	407, 633
Piller v. Roberts	131	Platt v. A. G. of N. S. Wales	1335
Pilley v. Baylis	325	— v. Mendel	153, 1644, 1645
— v. Davis	325	— v. Walter	582, 705
		Player, <i>Re</i> , <i>Exp.</i> Harvey	1956
		— v. Foxhall	1287, 1288
		Playfair v. Cooper	1378, 1380, 1609

	PAGE		PAGE
Playford v. Playford	1643	Ponsford v. Swaine	83
Playters v. Abbott	1493, 1494	Ponsonby v. Hartley	65
Plélie v. Bus	1757, 1759	— v. Ponsonby	817
Plenty v. West	1079	Pontey v. Tucker	[1372]
Pleadow v. Johnson	654	Pontifex v. Farnham	238 <i>Add.</i>
Plews v. Baker	355	— v. Foord	21
Plimmer v. Wellington (M.)	1710	Pool v. Pool	917
Plimpton v. Malcolmson	460, 548	— v. Sacheverel	407
— 550, 551, 556, 566		Poole's Char., <i>Re, Exp.</i> Nicholls	1115
— v. Spiller	459, 548, 550, 551, 560	— Patent	1986
Plomer v. Macdonough	408	— Settlement, <i>Re</i>	1501, 1511
Plomley v. Fenton	1604	Poole, <i>Re</i>	[840], 951
Plowden v. Gayford, <i>Re</i> Onslow	776	—, Poole v. Poole	704
Plowright v. Lambert [1930]	1931, 1932, 1948	—, Thompson v. Bennett	770, 782, 1203
Plumbe v. Neild	1421, 1483	— v. Adams	1871
Plumbly v. Perryman	458 <i>Add.</i> , 566 <i>Add.</i>	— v. Foxwell	1216
— v. The Tivoli, Ltd. [928]		— v. Pass	992, 994, 997
Plumby, <i>Re, Exp.</i> Grant	1971	— v. Poole	1204, 1222
Plume v. Weston	[1539, 1540]	— v. Wood	654
Plumer v. Gregory	945, 970, 1197, 1821	Pooley's Trustee v. Whetham	29, 105, 224, 387, 723, 735, 741, 1613, 1614
— v. Marchant	1286, 1287	Pooley, <i>Re</i>	940, 998, 1353
Plumley v. Horrill	1847	— v. Bosanquet	1754
— v. Plumley	[1827]	— v. Driver	1825
Plummer, <i>Re</i>	1212	— v. Harradine	1789
— v. May	76	Poor's Land Char., Bethnal Green, <i>Re</i>	1115
Plunket v. Penson	1203, 1208, 1722	Poor v. Mial	1141
Plunkett v. Lewis	705	Pope's Trusts, <i>Re</i>	785, 791
Plyer, <i>Re</i>	1049	Pope, <i>Exp., Re</i> Paxton	1680
Pocklington v. Holford	[1445]	—, <i>Re</i> (17 Q. B. D. 743)	667, 668, 1721, 1722, 1723
Poe v. Shortt, <i>Re</i> Owen	1286	— v. Biggs	1631
Poinons, <i>Re, Sutton v. Martin</i>	273 <i>Add.</i> , 950	— v. City and Suburban Bldg. Soc.	1771 <i>Add.</i>
Pointon v. Pointon	1246	— v. Curll	583, 585
Polak v. Everett	1787, 1788	— v. Garland	1857
Poland v. Coall	441	— v. G. E. Ry. Co.	1871
Pole v. Pole	2013	Popham v. Exham	939
Polini v. Gray	738, 741, 743, 745, 746, 1249	Poplar & Blackwall School, <i>Re</i>	1012, 1111
— v. —, Sturla v. Freccia	135	Pople, <i>Re, Exp.</i> Baker	1496
Pollard, <i>Re</i>	244	Popple & Barratt, <i>Re</i>	1885
— v. Clayton	467, 1847	— v. Sylvester	1181, 1608
— v. Moll	[576]	Popplewell, <i>Exp., Re</i> Storey	1672, 1674
— v. Photographic Co. [576]	582, 585	Porrett, <i>Re</i>	235
Pollett, <i>Re, Exp.</i> Minor	1234 <i>Add.</i>	— v. White	183, 962, 978, 1153
Polley's Trustee v. Whetham	937	Portadown, &c. Ry. Co., <i>Exp.</i>	2024
Pollock v. Lands Improvement Co.	1747	Portal & Lamb, <i>Re</i>	1366, 1367
— v. Lester	525	Portalis v. Tetley	1667
— v. Pollock	1367, 1483	Portarlington (L.) v. Soulby	617, 625
— v. Rabbits	307, 732, 1873	Porter, <i>Re</i> (2 Jur. N. S. 349; 4 W. R. 417)	137, 1078
Pomerania, The	115	— (3 Eq. Rep. 719)	1041
Pomeroy v. Summerhay, <i>Re</i> Trott's Estate	1205	— (3 W. R. 583)	1046
Pomery v. Willway, <i>Re</i> Wall	1139	— (4 W. R. 443)	1056
Pomfret v. Graham, <i>Re</i> Horner	1327	—, Porter v. De Quetteville	1470
Pond, Son & Hutchins, <i>Re</i>	1585	— v. Baddeley	1411, 1417, 1418, 1419
Ponguard, <i>Re</i>	860	— v. Fry	1354
Ponsardin v. Peto	545		
Ponsford v. Hartley	1189		

Table of Cases.

clix

	PAGE
Porter v. Lopes . . .	659, 1553
— v. Palsgrave . . .	1181
— v. Porter (9 July, 1859, B. 2587). [683]	
— v. — (37 Ch. Div. 420) . . .	1554
— v. — (21 Jan., 1871, B. 303) [1444]	
— v. — (10 Feb., 1877, B. 435) . . .	1444
Portishead & Co. v. Bristol &c. Co. . . .	361
Portland (D.) v. Hill . . .	479, [496]
Portlock v. Gardner . . .	1247
Portman v. Home Hosp. Assoc. . .	471
— v. Mill . . .	1854, 1881
Portsmouth (L.) v. Effingham (L.) . . .	811
Portuguese Consolidated Mines, Re, Exp. Badman . . .	1164
Portus v. Street . . .	1362
Post v. Marsh . . .	1841, 1842
Postage Stamp Automatic Co., Re . . .	1941
Postlethwaite, Re, Postlethwaite v. Rickman . . .	79, 81, 1931
— v. Lewthwaite . . .	1494
— v. Mounsey . . .	1254
— v. Travers . . .	1652, 1656
Pothecary v. Pothecary . . .	1255, 1267
Pott's Estate, Re . . .	1555
Pott v. Brassey, Re Allnutt . . .	1430
— v. Todhunter . . .	1961
Potter, Re (7 Eq. 484) . . .	802, 804, 903
— (W. N. (89) 67) . . .	1514
—, Potter v. Potter . . .	1380
— v. Baker . . .	[1309]
— v. Chambers . . .	224
— v. Chapman . . .	611
— v. Duffield . . .	1838
— v. Edwards . . .	1598, 1640
— v. Jackson . . .	1812
— v. Rankin . . .	257
— v. Saunders . . .	1853
Potteries, &c. Ry. Co., Re . . .	2049, 2050
— v. Minor . . .	2050
—, Shrewsbury and N. Wales Ry. Co., Re . . .	[2055], 2059
Pottier, Re, Exp. Met. Bd. of Works . . .	2031
Potts, Re, Exp. Taylor . . .	669 Add.
— v. Dutton . . .	943
— v. Leighton . . .	653, 679
— v. Smith . . .	1383, 1384
— v. Surr . . .	1431, 1946
— v. Warwick &c. Canal Co. . .	650, 663
Poulett (E.) v. Hill . . .	1582 Add.
— v. Hood . . .	1873
Poulter v. Shackel, Re Briant . . .	798, 800, 801, 802, 1389
Pound (Henry), Son & Hutchins, Re . . .	649, 664

	PAGE
Pountain, Re . . .	652
Pountney v. Clayton . . .	501
Poupard v. Fardell . . .	94
Povah v. Walker . . .	184
Powdress v. Jones . . .	809
Powell's Trade Mark, Re. 1992 Add., 2001 Add. . . .	
— Trusts, Re . . .	1379
Powell, Re (4 K. & J. 338) . . .	1045, 1055
— (10 Ha. 134) . . .	1379
— (W. N. (93) 24) . . .	1994, 2001, 2001 Add.
— Duffryn Co. v. Taff Vale Ry. Co. . . .	1837
— v. Aiken . . .	504, 1641
— v. Burney . . .	[31]
— v. Cobb . . .	131, 330
— v. Elliott . . .	[1879], 1879
— v. Head . . .	579
— v. Hulkes, Re Hulkes . . .	985, 987
— v. Jewsbury . . .	723
— v. Lewis . . .	831, 1068
— v. London and Pro- vincial Bank . . .	1751 Add., 1752 Add., 1756 Add.
— v. Martyr . . .	1869
— v. Matthews . . .	1048, 1067
— v. Merrett . . .	788, 1387
— v. Nevitt . . .	278
— v. Oakley . . .	804, 903
— v. Powell (10 Ch. 130; 19 Eq. 422) [310], 312, 1556	
— v. — (L. R. 3 P. & M. 55) . . .	815
— v. — (13 L. R. Ir. 281) . . .	940
— v. Riley . . .	1293
— v. Robins . . .	1204
— v. Smith . . .	1843, 1892
— v. Thomas . . .	1848
— v. Trotter . . .	1613
— v. Wallworth . . .	1247
— v. Williams . . .	325, 326
— v. Wright . . .	623
Power, Re . . .	2040, 2044
— and Carton, Re . . .	1651
— v. Hayne . . .	1355
— v. Power . . .	981
— v. Quealy . . .	1326
Powers, Re, Lindsell v. Phillips . . .	276, 1220, 1248, 1249
— v. Bathurst . . .	509
Powerscourt v. Powerscourt . . .	1090
Powis v. Corbit . . .	1406
Powles v. Hargreaves . . .	1973
Powys v. Blagrove . . .	480
Poynder's Settled Estates, Re, Dickson-Poynder v. Cook . . .	1501
Poynder, Re, Poynder v. Cook [843] — v. G. N. Ry. . . .	604
Praed v. Hull . . .	1586

	PAGE		PAGE
Pragnell v. Batten, <i>Re</i> Hardi-		Price v. Green	468
man . . . [1537], 1538, 1555, 1556		— v. Hutchinson . . . [405], 408,	[412]
Prance v. Sympton . . . 1165, 1224		— v. Kirkham	1789
Prater, <i>Re</i> , Desinge v. Beare . . 1367		— v. Ley 1843, 1916	
Pratt's Trusts, <i>Re</i> 1054		— v. Manning	93
Pratt, <i>Re</i> [1066]		— v. Mayo . . . 1394, 1395, 1396	
— v. Archer 629		— v. McBeth 1615	
— v. Bull 1720, 1754		— v. Peppercorne 1820	
— v. Harvey 1142		— v. Price (15 L. J. Ch. 13) . . 1911	
— v. Inman . . 378, 395, 404, 1234		— v. — (48 L. J. Ch. 215) . . 65,	85, 416
— v. Jenner 768, 818		— v. — (Aug. 1853, B. 1241) . . 282	
— v. Keith 992		— v. — (M. R. 7 May, 1872) . . [840]	
— v. Pratt 71, 923		— v. — (35 Ch. D. 297) . . 1203,	1754
— v. Vizard 922		— v. — (15 Sim. 484) . . . 1207	
— v. Walker 346		— v. — (14 Beav. 598) . . . 1428	
Preece v. Gillling 1670		— v. Rickards 120	
Prees v. Coke 1650, 1651		— v. Salusbury . . 744, 745, 746,	1840, 1841
Prendergast v. Lushington . . 1371,		Prichard v. Wilson 623	
1381		Pride, <i>Re</i> , Shackell v. Colnutt . . 1757	
Prentice v. London 361		— v. Bubb 763, 782	
— v. Phillips 71		— v. Fooks 977, 997	
— v. Prentice 1252		Prideaux v. Lonsdale . . 1432, 1435	
Prescot Masonic Hall Co., <i>Re</i> . . 172		Priest v. Parrot 1963	
Prescott v. Phipps, <i>Re</i> Alcock . . 1583,		— v. Uppleby, <i>Re</i> Salmon . . 728	
1610		Priestly and Davidson, <i>Re</i> . . 1885	
— v. Tyler 1585		— v. Lamb 900	
Presland v. Bingham 494		Priestman v. Thomas . . . 123	
Press and Inskip, <i>Re</i> 251		— v. Tindall 967	
— v. Coke 1931		Primrose, <i>Re</i> 960, 1056	
Prestney v. Corp. of Colchester . 48,		Prince, <i>Re</i> , Hopewell v. Barnes . . [423]	
70, 71, 1090, 1140		— v. Cooper 292	
Preston Corp. v. Fulwood . . . 39		— v. Hine 856	
— v. Etherington 385		— v. Howard 164	
— v. Lamont 34		— v. Nicholson 1201	
— v. Luck 459, 1838, 1841, 1843		P. of W. v. Liverpool . . . 66	
— v. Meux 165		P. of W. Co. v. Palmer . . . 110	
— v. Neale . . 1669, 1756, 1761		Pring, <i>Re</i> 1056	
— v. Scott [639]		Pringle v. Gloag 242, 933	
— v. Waters, <i>Re</i> Waters . . 1255		— v. Sec. of State for India . . 219	
— v. Wilson 1604		Printing, &c. Co. v. Sampson . . 1836	
— v. Yarmouth (Corp.) . . 665		Prioleau v. U. S. 59, 60	
Prestwich v. Poley 112		Prior v. Bagster 653, 663	
Prettyjohn v. Pyke 1624		— v. Horniblow 1256	
Price's Patent Candle Co., <i>Re</i> . . 1992,		Priscilla, The 1742	
1997		Prison Charities, <i>Re</i> (16 Eq. 129) . 1087, 1095,	1097
— Pat. Co. v. Bauwen's Pat. Co. 569		— , <i>Exp.</i> Christ's Hospital 1097	
Price, <i>Exp.</i> 1583		Pritchard, <i>Exp.</i> , <i>Re</i> Dodd . . 1234	
— , <i>Re</i> Roberts 1954		— v. Norris 283	
— , <i>Exp.</i> Sear 434, 1043		— v. Roberts . . 826, 932, 934	
— , In the Goods of . . . 782		Pritt v. Clay 1179	
— , Leighton v. Price . . . 1509		Proby v. Landor 1469	
— , Price v. Price 1317		Procter, <i>Re</i> 1081	
— , Stafford v. Stafford . . 781,		— v. Smiles 79	
782			
— , Williams v. Jenkins . . 993,			
1268, 1270, 1407, 1960,			
1961			
— v. Barker 1790			
— v. Blakemore 966, 970			
— v. Carver . . 830, 831, 1695, 1705			
— v. Couch 934			
— v. Denbigh, &c. Ry. Co. . 1835			

	PAGE
Proctor v. Bayley	461, 543, 550, 569
— v. Bennis	552
— v. Cooper	1754
— v. Webster	587
Professional, &c. Soc., <i>Re</i>	1769
Prole v. Soady	803, 818, 1425
Proport v. Parker	1892
— v. Rowlands	[1281]
Prosser v. Bk. of England	138
— v. Mossop	1247
— v. Rice	1749, 1756
Protector Endowment Co. v.	
Whitlam	387
Prothero v. Phelps	1849
Proud v. Bates	226, 504
Proudfoot v. Hart	368
— v. Hume	978, 1262
Provident Building Society v.	
Greenhill	1609, 1639, 1763, 1766
Provincial Bk. of Ireland v.	
O'Reilly	1180
Prowse v. Abingdon	1203
— v. Spurgin	1256, 1397
Prudential Ass. Co. v. Edmonds	1392
Prudential Co. v. Knott	586
— v. Thomas	439
Pryce, <i>Re</i>	968
— v. Bury	1604, 1697, 1705
— v. Pryce	320
Pryer v. Gribble	345, 1837, 1898
Prynne, <i>Re</i>	750
Prynnes, <i>Re</i>	456
Pryor's Settlement, <i>Re</i>	2043
Pryor v. City Offices Co.	694
— v. Pryor	1468, 1553
Pryse's Estate, <i>Re</i>	1472
Pryse v. Cambrian Ry. Co.	1871
Prytherch, <i>Re</i> , Prytherch v.	
Williams	651, 660, 1460, 1633, 1639
Puckering's Charities, <i>Re</i>	1100
Pugh, <i>Re</i>	247, 248, 1005
— v. Golden Valley Ry. Co.	510, 604
— v. Heath	1605
Pulbrook, <i>Exp.</i> , <i>Re</i> London, &c.	
Assoc.	164, 167
—, Lewis v. Pritchard	723
— v. Richmond Mining	
Co.	429 <i>Add.</i> , 608
Pullbrook's Case	923
Pullen v. Smith	77
— v. Snelus	33
Pulling v. G. E. Ry. Co.	932, 1234
— v. L. C. & D. Ry. Co.	2009, 2010
Pullman, <i>Exp.</i> , <i>Re</i> West Riding	
Building Soc.	1766
Pulsford v. Richards	1924, 1925
Pulteney v. Darlington	1308
— v. Warren	808, 1931
Pulvertoft v. Pulvertoft	1961
Pumfrey, <i>Re</i> , Worcester, &c. Co.	
v. Blick	994

	PAGE
Punch v. Boyd	586
Punchard v. Tomkins	429
Punnett, <i>Exp.</i> , <i>Re</i> Kitchin	1630
Purcell v. Blennerhasset	1206, 1224
Purday v. Johnson, <i>Re</i> Joy	1091
Purdew v. Jackson	789
Pure Spirit Co. v. Fowler	29
Purkiss v. Holland	442
Purnell v. G. W. Ry.	728
Pursor v. Darby	960, 1056, 1844, 1876
Purvis v. Abraham	1053
Pusey v. Pusey	1835
Putman, <i>Exp.</i>	1959
Putnam v. Sturgis	1644
Puttrel, <i>Re</i>	1014
Pyatt, <i>Re</i> , <i>Exp.</i> Rogers	1482
Pybus, <i>Re</i>	237, 248
— v. Gibb	1788
— v. Smith	986
Pye, <i>Exp.</i>	1351, 1462
Pyke, <i>Exp.</i>	951
Pyle Works, <i>Re</i>	1161, 1162, 1690
Pym v. Bowseman	1602
— v. Lockyer	1462
— v. Pym	[647]
Pyman & Co. v. Burt	265
Pyncent v. Pyncent	811
Pyne, <i>Re</i>	236
Pyrke v. Waddingham	1857

Q.

Quarman v. Williams	421, 683
Quarrell v. Beckford	160, 317, 1634, 1638, 1640
Quarrier v. Colston	617
Quartz Hill Co. v. Beall	457, 586
Quartz Hill &c. Co., <i>Re</i> , <i>Exp.</i>	
Young	93
Quayle v. Davidson	1325
Queade's Trusts, <i>Re</i>	776
Quebrada, &c. Co., <i>Re</i>	2068
Queen's Building Soc., <i>Re</i>	1770
— <i>Exp.</i> , <i>Re</i>	
Threlfall	1630
Queen's Coll. Oxon v. Darby	518
— Proctor v. Fry	137, 138
Queen Camel, Vicar of, <i>Re</i>	2026
Queen v. E. Archipelago Co.	1987
— v. Lee	1684
— v. Weaver	137
Queen of Spain v. Parr	1172, 1173
Queensbury Leases, <i>Re</i>	1609
Queensland Mercantile Co., <i>Re</i>	433
Queensland Mercantile Co., <i>Re</i> , <i>Exp.</i> Australasian Inv. Co.	1749
Queensland Mercantile Co., <i>Re</i> , <i>Exp.</i> Union Bank of Australia	739 <i>Add.</i>
Quick, <i>Re</i> , Quick v. Quick	824
Quilter v. Heatley	58, 66

	PAGE		PAGE
Quilter v. Mapleson	721	Raincock v. Simpson	675
Quin v. Ratcliff	76	Rains v. Buxton	1220, 1223
Quincey v. Sharpe	1165, 1222	Rainsdon, <i>Re</i>	1263
Quinlan, <i>Re</i>	1049	Rainsforth, <i>Re</i> , Gwynn v. Gwynn	1166, 1222
Quinn, <i>Exp.</i> , <i>Re</i> Nicholson	922	Rakestraw v. Bowyer	1606
Quinton v. Frith	868	— v. Brewer	1584
R.		Ralph, <i>Re</i> , Ralph v. Taylor	1994, 1995, 2001
		— v. Carrick	1326
R., <i>Exp.</i> , <i>Re</i> L.	950	— v. Horton	293
— & P. Advance Co. v. Cleare . . .	1680	Ram, <i>Exp.</i>	[2086], 2088
— v. Birmingham	906	Rameshur v. Koonj	513
— v. Chadwick	1922	Ramon v. Ramon	860
— v. Clark	906	Ramsay Ry. Co., <i>Re</i>	2053, 2060
— v. Collins	1922	— v. Gilchrist	1138, 1962
— v. Harborne	1392	— v. Shelmerdine	1307
— v. L. & N. W. Ry. Co.	2007	Ramsbotham v. Senior	79, 888
— v. Roberts	886	Ramsbottom, <i>Re</i>	1213
— v. White	989	— v. Freeman	457, 652
Rabbeth v. Squire	1350	— v. Morrell	1215
Rabbitts v. Woodward	376, 396	— v. Willis	1603
Raby v. Ridshalgh	963, 979	Ramsden v. Dyson	1848
Race, <i>Re</i>	882	— v. Langley	1617
Rackham v. Siddall	960, 973, 979, 1278	— v. Lupton	1675
Rackstraw, <i>Re</i>	1044	— v. Smith	1430
Radcliffe, <i>Re</i> (22 Beav. 201)	1619	Ramsdon, <i>Re</i>	791
— (7 Ch. D. 733)	659	Ramsey v. Craddas	517 <i>Ad.</i>
— (12 April, 1749) [678]		Ramshire v. Bolton	1924, 1925
—, Pearce v. Radcliffe	1269	Ramskill v. Edwards	1934
—, Radcliffe v. Bewes	769, 1469	Ramwell's Case, <i>Re</i> Exchange Banking Co.	1958
— v. Eccles	1068	Rance, <i>Re</i>	248
— v. Radcliffe	137, 138	Rancliffe v. Parkins	1741
— v. Rushworth	1824	— v. Parkyns	1425
— v. Salmon	1646	Rand v. Cartwright	1604
Radde v. Norman	545	Randall, <i>Re</i>	1051
Radford v. Willis	1857, 1875	— v. Lithgow	434
Radley v. Ingram	[216]	— v. Morgan	1427
Radmore v. Niner	1309	Randegger v. Holmes	353
Radnor's (E.) Will, <i>Re</i>	[1520], 1522	Randell, <i>Re</i> , Hood v. Randell	260
Rae v. Joyce	1950	—, Randell v. Dixon	1356
— v. Meek	975, 976	— v. Dixon	1091
Raffety v. King	1603	— v. Thompson	353
Raggett, <i>Re</i> , <i>Exp.</i> Williams	1737, 1738	Randfield v. Randfield	657
— v. Findlater	546	Randle v. Gould	815
Raiker v. Pike	1800	— v. Payne, <i>Re</i> Payne	118, 751
Raikes, <i>Re</i>	206	Ranelagh's (L.) Will, <i>Re</i>	978, 1493, 1494
— v. Raikes, <i>Re</i> Tunno [1364], ...	1384	Ranelagh (L.) v. Melton	1847
Railstone, <i>Re</i>	2039	Ranelaugh v. Hayes	1781
Railton v. Matthews	1787	Rangeley v. Mid. Ry.	594
Railway & Electric Appliances Co., <i>Re</i>	1984	Ranger v. G. W. Ry. [49], ...	63, 1155
Railway Publishing Co., <i>Re</i> , <i>Exp.</i> Sandys	1915	Ranken v. Alfaro	93, 1825, [1972], 1972
Railway Sleepers Supply Co., <i>Re</i>	8, 185, 2068	Rankes v. Small	1837
Rainbow v. Juggins	[1790]	Rankin v. Huskisson	462
		— v. Lay	1835
		Ranking, <i>Re</i>	1327
		Ransom v. Boyd	385, 415
		Ransome v. Burgess	853
		— v. Graham	1994
		Ranson v. Patton	105, 727
		Rantzen v. Rothschild	633, 634

Table of Cases.

clxiii

	PAGE		PAGE
Raper v. Forteseue	495	Read and Creswell's Design, <i>Re</i>	580
Raphael, <i>Re</i>	1079	— v. Anderson	1218
— v. Boehm	988	— v. Bailey	1819
— v. Thames Val. Ry. . . .	466, 1842, 1869	— v. Barton. . . .	62
Rapier v. London Tram. Co. . . .	527 <i>Add.</i>	— v. Blunt	1380
— v. Wright, Cowan's Est. . . .	433, 657	— v. Brown	693
Raplett, <i>Re</i>	860	— v. Duppa	932
Rasbotham v. Shropshire Union &c. Co. . . .	62	— v. Joannon	1681
Rashdall v. Ford	1924	— v. Walton	8 <i>Add.</i>
Rassam v. Budge	33 <i>Add.</i>	Readdy v. Prndergast	1946, 1950
Ratcliffe, <i>Re</i> , European Ass. Soc. v. Ratcliffe	1204	Reade's Trusts, <i>Re</i> , Salthouse v. Reade	269
— v. Barnard	1751, 1754	Reade v. Conquest	578, 580
— v. Buckley	1325	— v. Lacy	573, 580
— v. Portland (D.)	491	— v. Lowndes	1789
Rathbone, <i>Re</i>	1077	— v. Sparkes	960, 997
Rathmine Drainage Act, <i>Re</i>	1526	— v. Woodroffe	78
Raven, <i>Re</i>	238	Reader, <i>Exp.</i>	1958
Ravenscroft v. Frisby	1256	Reading v. Hamilton	2014, 2039
— v. Jones	1463	— v. London School Board	441
— v. Workman, <i>Re</i> Arnold	1147	Real and Personal Advance Co. v. McCarthy	36, 227, 277, 726
Raw, <i>Re</i> , Morris v. Griffiths	1306	Real and Personal Advance Co. v. Michell, <i>Re</i> Giles	276, 724, 1249, 1582, 1751
Rawbone's Trusts, <i>Re</i>	968	Reay, <i>Re</i> (1 Jur. N. S. 222)	138, [2018], 2019
Rawley v. Rawley	837, 1160	Record and Writ Clerks, <i>Re</i>	97
Rawlings, <i>Exp.</i> , <i>Re</i> Cleaver	1679, 1680	Rector of Hallingbury, <i>Re</i>	[126]
— Davis	1670	Reddaway v. Bentham Hemp Spinning Co. . . .	543 <i>Add.</i>
— v. Lambert	457, 659, 1196	Reddin v. Met. Bd. of Works	2010
— v. Pearson	[823], 825	Reddish, <i>Exp.</i>	736
Rawlins' Trusts, <i>Re</i>	1326	Reddrop, <i>Re</i>	[1506]
Rawlins v. McMahon	109	Rede v. Oakes	623, 959, 1845, 1874
— v. Wickham	[1795], 1798, 1924, 1925	Redfern v. Redfern	59, 67 <i>Add.</i>
Rawlinson v. Miller	1552, 1553, 1556	— v. Vaughan	327
— v. Moss	643, 925, 1800	Redgrave v. Hurd	1924, 1925, 1928
— v. Rawlinson	1367	Redhead v. Welton	1201
— v. Rawson	[904]	— v. Westwood	1679
— v. Stringer	[403], 404	Redman v. Rymer	1710
Raworth v. Marriott	938, 1947	Redmayne v. Forster	1600, [1698], 1820
Rawson v. Samuel	1159, 1162	Redondo v. Chaytor	28
Rawstone v. Corp. of Preston	81	Redoyere v. Nugent. . . .	479 <i>Add.</i>
Ray's Settled Estates, <i>Re</i>	1509, 1511	Reece, <i>Re</i>	264, 1267
Ray, <i>Exp.</i>	760	— v. Grimley	282
— <i>Re</i>	1046, 1047	— v. Strousberg	1631
— v. Walker	609 <i>Add.</i>	— v. Trye	78
Rayley v. Best	1574	Reed, <i>Re</i>	1328
Rayment v. Rayment	1239, 1321, 1362	— v. Cooper	[1595]
Raymond's (L.) Case	900	— v. Don Pedro, &c. Co. . . .	1853
Raymond v. Lakeman	[255]	— v. Norris	1781
— v. Tapson	93	— v. Winn, <i>Re</i> Winn	777
Rayner's Settled Estates, <i>Re</i>	1502	Reep v. Goodey	[1653]
— Trustees & Greenway, <i>Re</i>	1845	Rees, <i>Re</i>	241, 252, 269
Rayner, <i>Exp.</i>	2008	—, Edward Davies' Settled Estates	[1517]
— <i>Re</i>	1007	—, Rees v. Rees	1389
— v. Kochler	1197	— v. Berrington	1789, 1791
— v. Preston	1871	— v. Drake	[1188]
— v. Stone	1837	— v. Drane	1239
		— v. Engelback	480
		— v. Fisk	[82]

	PAGE		PAGE
Rees v. George	316, 1265	Reg. v. Steel	722
— v. Metropolitan Board of Works	1, 1638	— v. Stephens	533
— v. Richmond	113, [155]	— r. Tatlock	1172
— v. Williams	239, 393, 395, 399, 400, 977	— r. Tewkesbury	1121
Reese River Mining Co. v. Atwell	[1952], 1955, 1956	— v. Tolson	1391
Reese River Mining Co. v. Smith	1924, 1925	— v. Trafford	1767
Reeve, <i>Exp.</i> , <i>Re</i> Manor of Lowes-toft	2016, 2029	— v. Twiss	691
—, <i>Re</i>	1271, 1329	— v. Walsall	721
— v. A. G.	1090, 1094, 1128, 1585	— v. Whitchurch	722
— v. Berridge	1857	— v. Williams	886
— v. Goodwin	1262	— v. Wilson	1092, 1097
— v. Hodson	328	— v. Wycombe Ry. Co.	604
— v. Reeve	1250	— v. Young	722 <i>Add.</i>
Reeves, <i>Re</i>	792	Regent's Canal Co. v. Ware	1835, 1869
— v. Barlow	1670, 1681	Regent's Canal Iron Works	1692
— v. Brymer	854	Rehden v. Wesley	959, 964
— v. Butcher	1223	Rehoboth Chapel, <i>Re</i>	1123, 2024
— v. Cattell	471	Reibey, <i>Exp.</i>	904
— v. Gibson	219, 224	Reid & Co., <i>Exp.</i> , <i>Re</i> Gillespie	1162, 1234
— v. Hodgeon	95	— v. Burrowes	233 <i>Add.</i> , 266 <i>Add.</i> , 385 <i>Add.</i>
— v. Neville	686, 1077	— v. Burrows	923
— v. Whitmore	1682	— v. Explosives Co.	655, 1633
Reg. v. Bank of England	2086	— v. Hoare	1460
— v. Barnardo	722	— v. Langlois	68, 78, 82
— v. —, Jones's Case	720	— v. London & Staff. Ins. Co.	1935
— v. Boyes	83	— v. Middleton	674
— v. Burgess	416	— v. Reid	774, 804
— v. Carnatic Rail. Co.	771	— v. Shergold	1845
— v. Clarke	884, 887 <i>Add.</i>	— v. Stearn	440
— v. Collins	722	— v. Territt	1200
— v. Cox	79	Reigate Char., <i>Re</i>	1107
— v. Essex Co. Ct. Judge	1608	Reilly, <i>Exp.</i>	906
— v. Fletcher	722	— v. Booth	508, 1979
— v. Garland	1053	— v. Reilly	1284
— v. G. N. Ry.	513	Rein v. Stein	18 <i>Add.</i>
— v. Greenwich Co. Ct.	693	Reiner v. M. Salisbury	56, 349
— v. Gyngall	884 <i>Add.</i>	Reinhardt v. Mentast	525, 526
— v. Howes	884	— v. Spalding	546, 1994
— v. Jordan	387, 408, 726	Reliance Bldg. Soc., <i>Re</i>	1771 <i>Add.</i>
— v. Judge of Brompton Co. Ct.	951 <i>Add.</i>	Relph v. Horton	1592
— v. Judge of Halifax Co. Ct.	551	Remington v. Stevens	1160
— v. Land Registry	1712, 1753	Remnant, <i>Re</i>	240, 241, 258
— v. Lincolnshire Co. Ct.	669, 693	— v. Holt	[1851]
— v. Liverpool, Corp. of.	1123	— v. Hood	993, 1271, 1461
— v. Lumley	1391	Renals v. Cowlishaw	470
— v. Manley Smith, <i>Re</i> West-field	2008	Renard v. Levinstein	550, 551, 555, 558, 560, 563
— v. Nash	845, 884	Rendall v. Blair	613, 1111
— v. N. London Ry. Co.	2008	— v. Crystal Pal. Co.	600
— v. Pemberton	722	— v. Gardner	[1362]
— v. Poulter	2006	Rendle v. J. Edgecombe, Rendle & Co.	545 <i>Add.</i>
— v. Pratt	271, 509 <i>Add.</i>	Rennie v. Young	1848
— v. Registrar of Deeds for Middlesex	1752	Renshaw, <i>Re</i>	1079
— v. Sheffield (M.)	1123	— v. Bean	495
— v. Sheward	2007	— v. Renshaw	150
— v. Shropshire Co. Ct.	693	Renvoize v. Cooper	1649
		Rep. of Bolivia v. Nat. Bolivian Nav. Co.	320
		Rep. of Costa Rica v. Erlanger	28, 59, 60

	PAGE		PAGE
Rep. of Costa Rica v. Strausberg	58	Rhodes v. Jenkins, <i>Re</i> Mansel	160,
— v. Strousberg	374,	719, 733, 992, 1003,	1270
	431, 733	— v. Rhodes (1 Ch. 483)	725
Rep. of Liberia v. Imp. Bank [49],	64	— v. — (Joh. 653)	1811
— v. Roye	64	— v. — (V.C.S. 30th	
Rep. of Peru v. Dreyfus	21, 1170	May, 1868)	[1311]
— v. Peruvian Guano		— v. Sugden, <i>Re</i> Wads-	
Co.	34, 35, 1170	worth	932, 933
— v. Weguelin	60, 71, 745	— v. Swithinbank	112, 834
Reuter's Tel. Co. v. Byron	585 <i>Add.</i>	— v. Wish, <i>Re</i> Seaman	1223
Revel v. Watkinson	1608	Rhymney Ry. Co. v. Rhymney	
Reversionary Interest Society,		Iron Co.	1160, 1182, 1206
Limited, <i>Re</i>	[2073], 2075, 2076	Rhys v. Dare Valley Ry. Co.	1869,
Revill, <i>Re</i> , Leigh v. Rumney	92, 316		2036
Rex v. Bettesworth	781	Ricardo v. Cooper	[957]
— v. Calvert	416	Rice, <i>Re</i>	138, 1056
— v. Greenhill	884	— v. Gordon	[1819]
— v. Isley	884	— v. Howard	93
— v. Keeling	694	— v. Rice	1710, 1747
— v. Neil	525	Rich v. Cockell	1343
— v. Varlo	1093	— v. Gale	1847
— v. White	525	— v. Whitfield	1306
Reynal, <i>Exp.</i> , <i>Exp.</i> Cotton	1682	Richard v. Talbot	366
Reynard v. Arnold	1871	Richards, <i>Exp.</i>	1047, 1616
— v. Spence	810	—, <i>Re</i> (8 Eq. 119)	1012, 1264
Reynault, <i>Re</i>	1079	— (5 D. & S. 636)	1055
Reynell v. Sprye	65, 81, 460, 1751,	—, Humber v. Richards	1747,
	1924, 1925, 1928		1749, 1750
Reynolds, <i>Re</i> (10 W. R. 709)	416	—, Shenstone v. Brook	1428
— (3 Ch. Div. 61)	1263,	— & Co., <i>Re</i>	379
	1500, 2028	—, Tweedy & Co. v.	
— (20 Ch. Div. 294)	83	Hough	96
— (19 L. T. N.S. 311)	662	— v. Baker	1370
— v. Blake	312	— v. Butcher	544, 1989, 1992,
— v. Bowley	1818		1997
— v. Bullock	1800, 1806,	— v. Cooper	1645
	1810	— v. Curlewis	94
— v. Coleman	18, 21	— v. Davies	1797, 1804
— v. Godlee	69, 1308	— v. Delbridge	1428
— v. Howell	913	— v. Gellatly	82
— v. James	673	— v. Goddard	93
— v. Kortwright	1336	— v. Griffiths	1242, [1627]
— v. Lowe	[1729]	— v. Howell	118
— v. Mason	[867]	— v. James	1682
— v. Wheeler	1785	— v. Jenkins	442
— v. Wright	1387	— v. Johnson	1816
Reynoldson v. Perkins	1587	— v. Kitchen	386
Rhoades, <i>Re</i> , Lane v. Rhoades	1355	— v. N. L. Ry.	1843
Rhodes, <i>Re</i> (8 Beav. 224)	238	— v. Richards (Joh. 255)	504,
— (31 Ch. D. 499)	274,		865, 1241
	1013	— v. — (V.-C. B.	
—, Fraser v. Renton	1391	31st July, 1876)	874
—, Rhodes v. Rhodes	1218,	— v. Robinson [1067],	1068
	1391	— v. Swansea Improve-	
— v. Airedale Drainage		ment, &c. Co. [2008],	
Commrs.	358, 359, 2006,		2009, 2010
	2007	— v. Watkins	65, 68
— v. Barret	705	Richardson's Will, <i>Re</i>	1090
— v. Bate	939, 1945, 1946	Richardson, <i>Re</i> , King v. Richard-	
— v. Buckland	621, 1603	son	[631]
— v. Dawson	28, 29	—, Shillito v. Hobson	1663,
— v. Forwood	1173		1704
— v. Ibbetson	725, 1856	— and Teague v.	
		Wharton	1191

	PAGE		PAGE
Richardson v. Bk. of England .	745	Rigby v. G. W. Ry. .	467, 597
_____ v. Dubois .	779, 780	_____ v. M'Namara .	309
_____ v. Elmit .	432	Rigg v. Hughes, <i>Re</i> Smith	33, 725
_____ v. Eyton .	1837, 1898	Riggs-Miller v. Wheatley .	1452
_____ v. Feary .	1554, 1558	Riley and Streatfield, <i>Re</i> .	305
_____ v. Harris .	1673	_____ v. Croydon .	1603
_____ v. Hastings .	[52]	Rimington v. Hartley .	869, 1555
_____ v. Horton .	1199, 1218	Rimmer v. Knowles .	1173
_____ v. Jenkins .	967	Ring v. Jarman .	206
_____ v. Leask .	1197	Rio Grande & Co., <i>Re</i> .	723
_____ v. _____, <i>Re</i> Leask .	1196 <i>Add.</i>	Ripley v. Moysey .	1267
_____ v. Merrifield .	901	_____ v. Paper Bottle Co. .	1935
_____ v. Miller .	825	_____ v. Sawyer .	1551
_____ v. Moore .	978, 1494	_____ v. Waterworth .	1308
_____ v. Richardson 1233, 1427, 1428		Ripon (E.) v. Hobart .	532
_____ v. Smith .	1841, 1848	Rippon v. Titherington .	[1625]
_____ v. Young .	1221, 1223, 1606	Risca Coal, & Co. v. Lloyd [1660]	
Richerson, <i>Re</i> , Scales v. Heyhoe .	43	Riseley v. Shepherd .	138
_____ <i>Add.</i> , 108 <i>Add.</i> , 1251 <i>Add.</i> , 1307		Rishton v. Grissell .	61, 1158, 1171, 1182, 1811, 1837, [1897], 1897
Riches v. Evans .	1676	_____ v. Whatmore .	1840
Richmond v. N. L. Ry. .	594, 601, 604, 1835	Rising, <i>Re</i> .	1997
_____ v. Tayleur .	830	River Plate Fresh Meat Co., <i>Re</i> 2070	
_____ v. White .	655, 1285, 1286	Rivero v. Norris .	536
Richter v. Laxton .	434, 693	Rivers' (L.) Estate, <i>Re</i> .	1481, 1502
Rickard v. Barrett .	1408	Rives v. Rives .	1043, 1051
Rickards v. Gledstones .	961	Rivett-Carnac's Will, <i>Re</i> .	1522, 1523
_____ v. Rickards .	834	Riviere, <i>Re</i> .	1991, 2001, 2002
Ricket v. Met. Ry. .	604	Rivis v. Watson .	1550
Rickett v. Sharp, <i>Re</i> Sharp .	1004	Roach v. Garvan .	407, 846
Ricketts, <i>Re</i> .	357	_____ v. Trood .	1343, 1468
_____ and Avent, <i>Re</i> .	731	Robarts, <i>Exp.</i> , <i>Re</i> Gillespie .	1218, 1235
_____ v. Lewis .	1296, 1298	_____ v. Buée .	228
_____ v. Ricketts 429 <i>Add.</i> , 768, 980, 1654 <i>Add.</i>		_____ v. Jeffreys .	925
Riddell v. Errington .	1501	Robb v. Connor .	260, 261
Rider v. Jones .	1612	Roberts' Case .	1941
_____ v. Kidder .	375, 1955, 1963	_____ Trusts, <i>Re</i> .	802
_____ v. Wager .	1293	Roberts, <i>Exp.</i> , <i>Re</i> Brown, Bayley and Dixon .	1584
Ridge, <i>Re</i> , Hellard v. Moody .	1518, 1531	_____ , <i>Re</i> (9 Mar. 1844, B. 593)	[246]
_____ v. Ridge .	330	_____ (43 Ch. D. 52) .	263, 945, 1617
Ridgen v. Vallier .	1293	_____ (7 Jur. N. S. 818) .	1020
Ridges v. Mulliner .	569 <i>Add.</i>	_____ (W. N. (70) 49) .	[2084, 2085], 2085
Ridgway v. Clare .	1822	_____ , <i>Exp.</i> Price .	1954
_____ v. Edwards .	908	_____ , Evans v. Roberts .	1670
_____ v. Kynnersley .	1617	_____ , Goodchap v. Roberts 1181, 1608	
_____ v. Newstead .	725, 1396	_____ , Kiff v. Roberts .	909
_____ v. Wharton .	1838, 1839	_____ , Tarleton v. Bruton .	1369
Riding v. Hawkins .	40	_____ v. Albert Bridge Co. .	85
Ridler, <i>Re</i> , Ridler v. Ridler .	1960	_____ v. Berry .	1847
Ridley, <i>Re</i> .	1356	_____ v. Booth 150 <i>Add.</i> , 155 <i>Add.</i>	
_____ , Buckton v. Hay .	770	_____ v. Buée .	933
_____ v. Ridley .	93	_____ v. Clarke .	525
Ridlington, <i>Re</i> .	1040, 1071	_____ v. Collett .	788
Ridout v. Plymouth (E.) .	654	_____ v. Cooper .	799, 802
Rigall v. Foster .	612	_____ v. Croft .	1703, 1748, 1755
Rigby v. Bennett .	501	_____ v. Crowe .	1968
_____ v. Connol .	593	_____ v. Death .	434
		_____ v. Eberhardt .	662, 663

Table of Cases.

clxvii

	PAGE
Roberts v. Evans . . .	42, 43
— v. Foulkes . . .	1726
— v. Holland 42 <i>Add.</i> , 43	<i>Add.</i>
— v. Hughes . . .	1618
— v. Jones . . .	433 <i>Add.</i>
— v. Kuffin . . .	1178
— v. Morgan . . .	1001
— v. Oppenheim 64, 67, 139	
— v. Price . . .	1591
— v. Richards . . .	513
— v. Roberts (23 Feb. 1854, B. 448) [651]	
— v. — (12 Jur. N. S. 971) . . .	1428
— v. — (13 Q. B. Div. 794) 1673, 1677, 1682	
— v. Walker 1134, 1147, 1268, 1308	
— v. Watkins . . .	768
Robertson, <i>Re</i> (42 Ch. D. 553) . . .	236, 252
— (19 Q. B. D. 1) . . .	269
— (23 Beav. 433) . . .	2047
— v. Armstrong . . .	964, 1320
— v. Broadbent . . .	1365, 1366
— v. Hartopp . . .	517
— v. Kemble . . .	110
— v. Lockie . . .	1807
— v. Lond. Hosp. . .	1133
— v. Norris . . .	1158, 1598
— v. Quiddington . . .	1798, 1829
— v. Scott . . .	977
— v. Shewell . . .	68
— v. Skelton . . .	297, 313
— v. Wrexham, &c. Ry. Co. . .	2051
— v. Wynch . . .	419
Robey & Co. v. Ollier . . .	1972
— v. Snaefell Mining Co. . .	18
Robins' Estate, <i>Re</i> . . .	788
Robins, <i>Re</i> . . .	791
—, Nelson v. Robins . . .	1377
— v. Edwards . . .	1894
— v. Goldingham . . .	924
— v. Mills . . .	235
Robinson's Settled Estates, Robinson v. Robinson . . .	[795]
Robinson's Settlement, <i>Re</i> 1479, 2029	
Robinson, <i>Exp.</i> . . .	1213
—, <i>Re</i> York Glass Co. . .	2068
—, <i>Re</i> (11 Feb. 1865, B. 404) . . .	[418]
— (L. R. 3 Ex. 4) . . .	237, 248
— (10 B. & S. 75) . . .	385
— (27 Ch. D. 160) . . .	817, 931
— (16 W. R. 1106) . . .	855
—, Pickard v. Wheeler . . .	292, 1206
—, Robinson v. Robinson . . .	801, 802

	PAGE
Robinson, <i>Re</i> , Whitaker v. Robinson [696]	
—, Wright v. Tugwell . . .	1141
— and Lords, <i>Re</i> . . .	1192
— v. Alexander . . .	1165
— v. Anderson . . .	916, 1797
— v. Ashton . . .	1805
— v. Barnes . . .	[302]
— v. Briggs . . .	1677
— v. Byron (L.) . . .	462, 512, 632, 633
— v. Caldwell . . .	130 <i>Add.</i>
— v. Cooper . . .	802
— v. Cumming . . .	1379
— v. Davies . . .	96
— v. Davison . . .	1756
— v. Dhuleep Singh 516, 517	
— v. Drakes . . .	738
— v. Elliott . . .	1233
— v. Emanuel . . .	693
— v. Galland . . .	303, 395, [1863], 1864
— v. Gandy, <i>Re</i> Garnett 1429, 1915	
— v. Gee . . .	778
— v. Geldard [1129, 1133], 1146, 1147	
— v. Hadley . . .	652
— v. Harrison . . .	340
— v. Jenkins . . .	441, 442
— v. Kilvert . . .	525, 526
— v. Kitchen . . .	84
— v. London Hosp. . .	1146
— v. Lowater . . .	1298
— v. Milne . . .	503
— v. Needham, <i>Re</i> Needham . . .	1351
— v. Nesbitt . . .	429
— v. Nevill, <i>Re</i> Nevill [1289], 1295	
— v. Ommaney . . .	1468, 1849
— v. Pett . . .	997
— v. Pickering 620, 752, 761	
— v. Preston . . .	1293
— v. Robinson (24 W. R. 675) . . .	366
— v. — (1 D. M. & G. 247) . . .	977
— v. — (12 Beav. 494) . . .	1306, 1307
— v. Trevor . . .	1756, 1767
— v. Tucker . . .	443
— v. Wheelwright . . .	769
— v. Woodward . . .	332
Robison v. Killey . . .	856, 994
Robson, <i>Re</i> . . .	269
—, Emley v. Davidson 1138, 1140, 1142	
—, Robson v. Hamilton . . .	1367
— v. Dodds . . .	587, 588, 602
— v. Edwards . . .	493 <i>Add.</i>

	PAGE		PAGE
Robson v. Flight	78	Rolfe v. Flower	1823
— v. Worswick, <i>Re</i> Wors-		— v. Gregory	679
wick	81	— v. Maclaren	1153, 1160
Roch v. Callen . 997, 1253, 1254, 1269		— v. Perry	1294, 1296
Roche v. Roche	1450	— v. Rolfe	467, 468
Rochester (Corp.) v. Lee . 337, 628		Rolland v. Hart	961, 1750, 1753
— v. Owlett	628	Rollason, <i>Re</i> , Rollason v. Rolla-	
Rochford v. Hackman . 1350, 1355		son	378
— v. Packman	1376	Rolle's Char., <i>Re</i>	1099
Rochfort v. Battersby	251	Rolleston v. Morton	1719
Rock v. Callen	1378	Rollins v. Hincks	553
— v. Cook	658	Rolls v. Isaacs	320, 551
— v. Lazarus	581	— v. London School Board . 604	
— Portland Cement Co. v.		— v. Miller	471
Wilson . . 461, 1838, 1846, 1849		— v. Pearce	1370
Roche, <i>Exp.</i>	434	— v. Vestry of St. George's . 509	
— v. Hart	987, 988	Rolls Hoare, <i>Re</i>	1079
Rockett v. Chippendale . 219 <i>Add.</i>		Rolph, <i>Exp.</i> , <i>Re</i> Spindler . . 1673	
Roddam v. Morley . 1220, 1221, 1606		Rolt v. Somersville	481
Rodewald v. Wayne's Merthyr		Romaine v. Onslow [1846], 1352, 1464	
Steam & C. Co.	[645]	Rome v. Young	1899
Rodger v. Comptoir d'Escompte		Romford Canal Co., <i>Re</i>	1691
de Paris	162, 1974	Romney's Estate, <i>Re</i>	2041
— v. Harrison	1753 <i>Add.</i>	Rook v. Worth	869
Rodgers v. Nowill	337	Rooke v. Kensington (L.) . 1440, 1914	
— v. Rodgers	542	— v. Nisbet	1810
Rodick v. Baker	1652	Rooper v. Harrison . . [1742], 1747	
— v. Gandell	68, 924	Roose, <i>Re</i> , Evans v. Williamson. 1367	
Rodney, <i>Re</i> Baron	863	— v. Chalk, <i>Re</i> Knowles . 1354	
— v. Rodney	1207	Rooth v. M. S. & L. Ry. . . 730	
Roe d. Berkeley (E.) v. York		Roots v. Williamson. 1664, 1751, 1752	
(Abp. of)	1916	Roper's Trusts, <i>Re</i>	856
— v. Birch, <i>Re</i> Birch . 979, 980,		Roper, <i>Re</i> , <i>Exp.</i> Bolland . . 1673	
1223, 1224		—, Morrell v. Gissing . 1327	
— v. Davis	39	—, Roper v. Doncaster . 752,	
— v. Hammond	377	753, 761, 774, 782, 1408	
— v. Hitchens, <i>Re</i> Smith [1019]		—, Taylor v. Bland 317, 1270	
— v. Siddens	1684, 1978	— v. Roper	1351, 1355, 1384
Roebuck v. Chadebet . 1548, 1552		— v. Wallroth	706 <i>Add.</i>
Roffey v. Bent	428	Roper-Curzon v. Roper-Curzon	
— v. Miller	105, 750, 1730	[1459], 1465	
Rogers, <i>Exp.</i> , <i>Re</i> Pyatt . . 1482		Roscarrick v. Barton	1587
—, <i>Re</i> Rogers	1971	Rose v. Cornish	1430
—, <i>Exp.</i> Challinor	1673	— v. Cunynghame	1838
— v. Acaster	789	— v. Evans	2001
— v. Challis	1836	— v. Garden Lodge Co. . . 703	
— v. Drury	467	— v. Hart	1160
— v. Hooper	1278	— v. Loftus	542
— v. Horne	112	— v. Page	1645
— v. Humphreys . 1629, 1631		— v. Rolls	787, 793
— v. Jones 109, [1341], 1342		— v. Rose (8 P. Div. 98) 777, 813,	
— v. Lambert	441, 442	— v. — (7 P. D. 225) . . 816	
— v. Maddocks	468 <i>Add.</i>	— v. Sharrod	994
— v. Maule . 1185, 1208, 1385		— v. Watson	1710, 1874
— v. Powell	1216	Roseingrave v. Burke	1483
— v. Rice	1977	Roselle v. Buchanan	37
— v. Rogers	271	Rosenberg v. Cook	1854, 1875
— v. Southen . 1253, 1254, 1264		— v. Lindo	888
— v. Taylor	501	— v. Northumberland	
— v. Waterhouse	1857	Bldg. Soc.	1767
— v. Whiteley . 434 <i>Add.</i> , 434		Rosevear China Clay Co., <i>Exp.</i>	
Rokeyby (L.) v. Elliott . 504, 1181		<i>Re</i> Cock	1974
Rolfe v. Chester	1757	Rosher, <i>Re</i> , Rosher v. Rosher . 1355	

	PAGE		PAGE
Rosher v. Crannis	1812	Rowlands v. Evans	109, 662
— v. Williams	1427, 1960	— v. Lloyd	932
Rosing, <i>Re</i>	1999	— v. Williams	113, 934,
Roskell, <i>Re</i>	1080	960, [1031], 1049,	
— v. Whitworth	326, 526, 556	1054, 1065, 1808	
Ross's Trusts, <i>Re</i>	1012	Rowles v. Mayhew, <i>Re</i> Mayhew	1233,
Ross Improv. Com. v. Osborne .	1650	1268	
— <i>Re</i>	1194	Rowley, <i>Re</i>	1046
— v. Army and Navy Hotel		— v. Adams	209, 306, 744,
Co.	1681	745, 1156, 1249,	
— v. Buxton	113, 456, 932, 934	1254, 1314, 1870	
— v. Charity Coms., <i>Re</i> St.		— v. Burgess	1263
Dunstan-in-the-East	1097	— v. Eyton	781
— v. Estates Investment Co.		— v. Ridley	399
[1932], 1933		— v. Rowley	813, 1468
— v. Gibbs	82	— v. Unwin	981
— v. Gutteridge	1173, 1926	Rownsen, <i>Re</i> , Field v. White .	1287
— v. Raven	[913]	Rowsell v. Morris	1196
— v. Ross (12 Beav. 89)	962, 977	Rowson v. Harrison	1295
— v. — (29 L. R. Ir. 318)	1262	Roxburghe v. Cox	1162, 1663, 1664,
— v. — (25 L. R. Ir. 362)	1208	1711	
— v. — (M. R. 5 May, 1806,	1234	Roy, <i>Re</i>	943
B. 593)	1383	— v. Gibbon	1261, 1320
— v. Shearer	619	Royal Bank of Scotland v. Com-	
— v. Tatham	1397	mercial Bank of Scotland . .	1973
Rossiter, <i>Re</i> , Rossiter v. Ros-		Royal Bristol Bldg. Soc. v.	
siter	1296	Bomash	1846, 1849, 1871
— v. Miller	1838, 1839	Royal Liver Friendly Soc. . . .	361, 710,
Rossmore (L.), <i>Re</i>	201	711	
Rotherham Alum and Chemical		Royal Liver Soc. v. Com. of In-	
Co., <i>Re</i>	917	land Revenue	1769
— <i>Re</i>	1994	Royal Soc. to Thompson	[1110],
Roths (Countess of) v. Kirk-		1113	
caldy Waterworks	466	Royal Victoria Theatre Syndi-	
Rothwell v. Rothwell	1261	cate	1797
Roughton v. Gibson	1553	Royds v. Royds	975
Round v. Bell	1611	Royle, <i>Exp.</i>	654
— v. Turner	1525	—, <i>Re</i> , Fryer v. Royle	108, 1189
Rourke v. White Moss Coll. Co.	740	— v. Bushby	377
Rous v. Jackson	781, 1356	— v. Hayes	276
Rouse and Meier, <i>Re</i>	353	Royston School	1096
—, <i>Re</i> , Rouse v. Tribble	316	Ruabon Brick & Co. v. G. W.	
— v. Jones	1206	Ry. Co.	497 <i>Add.</i> , 502 <i>Add.</i>
Rousillon v. Rousillon	468, 469,	Rubery v. Grant	33
626, 1336, 1339, 1843		Rudd v. Rowe	[116], 117
Row v. Row	1147, 1268, 1407	Ruddiman, <i>Re</i>	20
Rowbotham v. Dunnnett	1141	Rudge, <i>Re</i>	1067
— v. Wilson	500, 501	— v. Winnall	903
Rowcliffe v. Leigh, <i>Re</i> Leigh .	51,	Rudow v. Great Britain Mutual	
77, 365		Society	222
Rowe, <i>Re</i>	1255, 2028	Ruff v. Sivers, <i>Re</i> Cane	318
— v. Chichester	1493	Ruffle v. Medlock, <i>Re</i> Medlock	858,
— v. Gray	1553	1265	
— v. Hopwood	837	Ruffles v. Alston	815
— v. School Board for Lon-		Rufford v. Bishop	1610
don	1846	Rugby Cement Co. v. Rugby &	
— v. Wood	1634, 1805	Newbold Cement Co.	546 <i>Add.</i>
Rowell, <i>Exp.</i> , <i>Re</i> Whitting	141	Rugby School, <i>Re</i>	1096
Rowland and Crankshaw, <i>Re</i> . .	1825	Rule v. Jewell	1804
— v. Cuthbertson	810	Rumbelow, <i>Re</i>	1081
— v. Morgan	1370	Rumble v. Heygate	1841
— v. Witherden	964, 970	Rumbold v. Forteach	[50], 76
		Rummens v. Robins	1839, 1841

	PAGE		PAGE
Rumney v. Walter . . .	74 Add.	Ryde Commrs. v. L. of W. Ferry	
Rump v. Greenhill . . .	1249	Co.	[49], 63
Rumsey v. King	112	—, Re	1193
— v. Beade	157, 1154	Ryder, Re	872, 2043
— v. Rumsey	259	— v. Ryder	884
Ruscombe v. Hare . . .	778	— v. Wombwell	835
Rush, Re (9 Eq. 147) . .	271, 384, 385	Rylands, Exp.	658
— (19 W. R. 417; 22 L.T.		Ryley, Re, Exp. Official Receiver	378
— N.S. 116)	397, 400	Rymer v. De Rosay . . .	261
— (10 Eq. 442)	400	— v. Harpley, Re Bourne .	1354
Rushbrook v. Lawrence . .	1593	Ryves v. Ryves	1406
Rushbrooke v. Farley . .	8, 39	— v. Wellington (D.) . .	349
Russel v. Buchanan . . .	235		
— v. Russel	1703		
Russell's Patent	1983		
Russell, Exp.	1052, 1054		
—, Re Butterworth 1955			
—, Re (30 Ch. D. 114) . .	238		
— (L. T. 202)	885		
— (12 Jur. N. S. 224) . .	1043		
— (1 Sim. N. S. 409) . . .	1055		
— Road Purch. Moneys . .	1754		
— v. Cambefort . 15 Add.,	16, 18		
— v. E. Ang. Ry.	655, 658		
— v. Harford	508		
— v. Harris	355 Add.,		
—	365 Add.		
— v. Jackson . 79, 80, 81,	1141		
— v. Kellett	1091		
— v. L. C. & D. Ry. . . .	460		
— v. Plaice	1296		
— v. Russell . 282, 355, 1806,	1812		
— v. St. Aubyn . 1352, 1464			
— v. Sharpe	820		
— v. Shoolbred . . 1782, 1873			
— v. Wakefield W. W. Co. .	602		
— v. Watts	470, 493, 494		
Russian Ironworks Co., Re			
Whitehouse's Case	1935		
Rust & Co., Re	2002		
— v. Victoria Graving Dock			
Co.	514, 525		
Rustomjee v. The Queen . .	349, 350,		
—	1170		
Ruston v. Hudson	646		
— v. Tobin	325, 326, 726		
Rutherford, Re, Rutherford v.			
Brown . 1222, 1225			
— v. Wilkinson . . 683, 684			
Ruthin & Co. Rail. Act, Re .	2060		
Rutland's Settlement, Re .	1525, 2028		
Rutland (D. of) v. Tutin . .	496		
Rutley v. Gill	304		
Rutter v. Daniel	1634		
— v. Marriott	304		
— v. Tregent	40, 157		
Ryall v. Stevens	334		
Ryan & Cavanagh, Re . . .	1297		
—, Re	1052, 1392		
— v. Dolan	221, 257, 265		
— v. Mutual Westminster			
Chambers Assoc. 467 Add.,	1837,		
—	1848		
		S.	
		S. v. L.	415
		— v. W.	[409, 410], 411
		S.'s Sett., Re	769 Add.
		S. W. Loan Co. v. Robertson .	429
		Sabin v. Heape	1297
		Sablich v. Russell	440
		Sachs v. Spielman	37, 58
		Sackville v. Smyth	1295
		Sackville-West v. Holmesdale .	1450,
		—	1479
		Sadd, Re	916
		Sadler's Trusts, Re	2082, 2083
		Sadler, Exp., Re Hawes . . .	744
		— v. Lee	1808
		— v. Richards	1378
		Saffery, Exp., Re Brenner . .	1676
		—, Lambert	731
		Saffron Walden Bldg. Soc. v.	
		Rayner	916, 961, 1749, 1750
		Saffron Walden Charity, Re . .	1088
		—	1106
		St. Albans (Bp. of) v. Battersby .	470
		— (D.) v. Skipwith . 478, 482	
		—, Wood Street, Re	1104,
		—	1116, 2042
		— v. Beauclerk	1351
		St. Alphage, Re	1093
		—, London Wall	1116
		— (Parson, & Co. of), Re . .	2028
		St. Aubyn, Exp.	1495
		—, Re	1484
		— v. Humphreys	1430
		— v. St. Aubyn	1482
		— v. Smart . 945, 1820, 1821	
		St. Bartholomew's Hosp., Re .	2042,
		—	2044
		St. Botolph, Re	1116
		— without Bishopsgate . . .	1139
		St. Bride's Estate, Re . . .	1110
		St. Cuthbert, & Co., Re . . .	1585
		St. Dunstan's Schools, Re . .	2046
		St. Dunstan-in-the-East, Re,	
		Ross v. Charity Commrs. . . .	1097
		St. Edmund, King and Martyr,	
		Re	1116
		St. George's Bldg. Soc., Re . .	1770

Table of Cases.

clxxi

	PAGE
St. George v. St. George . . .	77
St. Germans (E.) v. Crystal Palace Co.	1905
St. Giles, <i>Re</i>	1111, 1116
—, Bloomsbury, <i>Re</i>	1098
—, Vol. Corps., <i>Re</i>	2016
St. Gohain, &c. Co. v. Hoyer- mann's Agency	15 <i>Add.</i>
St. Helen's Chemical Co. v. St. Helen's Corp.	533
St. Helen's Smelting Co. v. Tip- ping	524, 525, 533
St. John's Coll., Camb., <i>Exp.</i>	[2082]
—, Oxf., <i>Exp.</i>	201, 2014
—, v. Carter	631, 633
—, v. Effingham	1327
—, Hosp., <i>Re</i>	1496
—, Street Wesleyan Chapel, Chester	1113 <i>Add.</i>
St. John Evang., <i>Re</i>	1116
— (L.) v. Boughton	1222, 1607
—, v. St. John	1963
St. Katharine's Hosp., <i>Exp.</i>	2019, 2043, 2046
St. Leonard's, Shoreditch, Par- ish School	1097, 1098
St. Luke's Vestry, <i>Re</i>	2039
St. Margaret's Hosp., <i>Re</i>	[1088]
St. Martin's, Birmingham (R.), <i>Exp.</i>	2044
St. Mary's Coll., <i>Exp.</i>	2017
—, Leicester, <i>Re</i>	2041
St. Mary, Wigton (Vicar of), <i>Exp.</i>	2014
St. Nazaire Co., <i>Re</i>	144, 167, 341, 721
St. Nicholas Acons, <i>Re</i>	1093, 1116
St. Paul's (Precentor of), <i>Re</i>	2033
—, Schools, Finsbury, <i>Re</i>	1104, 2040, 2041
St. Sepulchre's (Vicar of), <i>Exp.</i> . . .	2046
St. Stephen, Coleman Street, <i>Re</i> . . .	1116
St. Thomas's Hosp., <i>Exp.</i>	2017
St. Thomas's Hosp., <i>Re</i>	1104, 2017, 2026
St. Thomas's Hosp. v. Charing Cross Ry.	[595], 2009, 2010
St. Thomas's Hosp. v. Stratton	1148
Sainsbury v. Jones	1874
Salaman v. Glover	492
—, v. Warner	729
Saldanha (Duchess of), <i>Re</i>	91
Sale v. Kitson	1601
—, v. Lambert 1838, [1865], 1873 —, v. Sale	[822]
Salford Corp. v. Lever	59, 1172
Salisbury's Case	845
Salisbury (L.) v. Nugent	37
— (M.), <i>Re</i>	[842], 1886
—, v. Gladstone	479
—, v. Hatcher	1858
—, v. Kidley, <i>Re</i> King	1327

	PAGE
Salisbury v. Met. Ry. 459, 599, 605, 606 —, v. Petty	1259
—, v. Wilkinson	1180
Salkeld v. Johnston	221
Salles v. Savignon	900
Salmon, <i>Re</i> , Priest v. Uppleby	728
—, v. Anderson	209, 1255, 1263
—, v. Cutts	940
Salom v. Weston	1380
Salomons v. Knight	586
—, v. Laing	607
Salt, <i>Re</i>	[1372]
—, v. Cooper	651, 652, 668
—, v. Northampton (M.)	1669
Salter, <i>Exp.</i>	1247
—, v. Adey	1177
—, v. Edgar	1658
—, v. Met. Dist. Ry. [595], 2009	
Saltern v. Melhuish	1918
Salthouse v. Reade's Trusts	269
Salting, <i>Exp.</i> , <i>Re</i> Stratton	1742
Saltmarsh v. Barrett	985, 987, 988, 1353
Salisbury v. Denton	1091, 1094, 1328
Salvin v. Bracepeth Coal Co.	524, 525, 527, 533
—, v. Weston	[1310]
Salway v. Salway	679
Samble v. Wilson	1705
Sambourne v. Sambourne	809
Sambroke v. Hanbury	1727
Sammon, <i>Re</i>	206, 976
Sammons v. Bailey 60 <i>Add.</i> , 60, 61	
Sampson, <i>Re</i>	1073
—, and Wall, <i>Re</i>	901, 903
—, v. Pattison	1583
—, v. Seaton Ry.	432
Sams v. Cronin	902
Samuel v. Jones	997, 1024, 1641
—, v. Samuel 43, 316, 1197, 1355	
Samuell v. Howarth	1787, 1789
Sandbach and Edmondson, <i>Re</i>	1855
—, Charity v. N. Staffs. Ry. Co.	2008
Sandeman v. Mackenzie	1460, 1461
—, v. Rushton	480 <i>Add.</i>
Sandemann v. Rushton	1629 <i>Add.</i>
Sander v. Heathfield	1761
—, v. Manley	1286
Sanders, <i>Re</i>	526
—, v. Bromley, <i>Re</i> Sanders.	1031
—, v. Davis	1421
—, v. Homer [1037], 1043, 1051	1682, 1683
—, v. Miller	1047
—, v. Peek	1147
—, v. Rodway	42
—, v. Sanders	469, 814
Sanderson v. Aston	735, 1222, 1607
—, v. Berwick (Mayor of)	1788
—, v. Chadwick	525
—, v. Chadwick	1876

	PAGE		PAGE
Sanderson v. Cockermouth Ry. Co.	1836, 1841	Saunders v. Wiel	60 <i>Add.</i> , 84 <i>Add.</i> , 580 <i>Add.</i>
— v. Stoddard	1201, 1232, 1265	Saunders-Davies, <i>Re</i> , Saunders-Davies v. Saunders-Davies	1369, 1407
— v. Walker	340	Savage, <i>Re</i>	43, 340, 914, 915
Sandes v. Wildsmith	41 <i>Add.</i>	— v. Carroll	830
Sandford v. Ballard	659	— v. Foster	763, 1748
— v. — (2)	659	— v. James	922
— v. Clarke	527	— v. Lane	1254
— v. Sandford	825	— v. Snell	320
Sandilands v. Innes	1198	Savery v. Enfield Local Board	267 <i>Add.</i>
Sandon v. Hooper	1640	—, <i>Re</i>	235, 266
Sands to Thompson, <i>Re</i>	980, 1605	— v. King	937, 1931, 1946
— v. Lyne, <i>Re</i> Lyne	1255	Savile v. Couper	1023
Sandwich (E.) v. G. N. Ry. Co.	513	— v. Kilner	525
Sandys, <i>Exp.</i> , <i>Re</i> Ry. Pub. Co.	1915	— v. Savile	312
— v. Blodwell	1165	Savill v. Savill	1427, 1444
Saner v. Bilton	[211], 227, [255]	Saville's Case	478
Sanger v. Sanger	421, 969	Saville <i>Re</i> , Watkins v. Malcolm	[764]
Sangster v. Cochran	1756, 1767	Savin, <i>Re</i>	1213
Sanitas Co. v. Condy	546, 1998	Sawyer and Baring, <i>Re</i>	1873
Sankey, <i>Re</i>	247, [254]	—, <i>Exp.</i>	265
— Brook Co., <i>Re</i>	1690	— v. Birchmore	78, 1397
— v. Alexander	79, 1751	— v. Goodwin	946, 977, 1821
Sansom v. Sansom	396	— v. — Missing's Case	945
Sanson v. Rumsey	1918	— v. Mills	1269
Sarah Knight's Will, <i>Re</i>	992, 1022, 1056	— v. Sawyer	762, 967, 979
Sarazin v. Hamel (2)	580	Sax, <i>Re</i> , Barned v. Sax	1354 <i>Add.</i>
Sarel, <i>Re</i>	768, 1430	Saxby's Patent	1986
Sargant v. Read	344, 458, 460, 652, 653, 1810	Saxby v. Easterbrook	569, 586
Sargeant, <i>Re</i>	1046	— v. Gloucester Wagon Co.	365, 552
Sargent, <i>Exp.</i>	1894, 1921	— v. Hennett	1983
Sargood, <i>Re</i>	1297	— v. Thomas	1296
Sarum (Bp. of), <i>Re</i>	1044, 1049, 1071	Saxon v. Blake	1945
Saul v. Bolton	[1850, 1868]	Saxton v. Bartley	1553
— v. Met. Ry.	594	— v. Saxton	1367
— v. Pattinson	1006, 1469, [1590], 1591	Say v. Creed	1246
Saull v. Browne	61, 64, 704, 1818	Sayer's Trust, <i>Re</i>	1356
Saumarez, <i>Re</i>	1055	Sayer v. Bennet	332, 1808
Saunders' Estate, <i>Re</i>	2046	— v. Sayer	1128
Saunders, <i>Re</i> , Master v. Saunders	1376	— v. —, Innes v. Sayer	1089
— v. Boyd, <i>Re</i> Fitzgerald	1460	— v. Wagstaff	249
— v. Brading Harbour Co.	1836	Sayers, <i>Re</i>	1015
— v. Dehew	1756	— v. Collyer	461, 469, 1837, 1847, 1848
— v. Druce	725	— v. Corrie	704
— v. Dunman	1615, 1669	— v. Whitfield	685
— v. Jones	74	Sayre v. Hughes	1464
— v. McConnell, <i>Re</i> McConnell	735, 737	Scaffold v. Hampton	345, 1279
— v. Merryweather	1631, 1632	Scale v. Fothergill	1159
— v. Pawley	130	— v. Rawlins	1326
— v. Saunders	(3 Drew. 387), 77	Scales v. Collins	1406
— v. — (3 Jur. N. S. 727)	992	— v. Heyhoe, <i>Re</i> Richardson	43
— v. Smith	581	— <i>Add.</i> , 108 <i>Add.</i> , 1251 <i>Add.</i>	1307
— v. Vautier	1090, 1247, 1377	Scanlan, <i>Re</i>	847, 886
		Scarborough & Whitby Ry. Co.	[650], 664
		— <i>Re</i>	769
		— v. Borman	769
		Scard, <i>Re</i>	383, [391, 413], 415

	PAGE
Scarf v. Jardine . . .	1343, 1823
Scarlett v. Fletcher . . .	[414]
— v. Hanson . . .	378, 447
Scarsdale (L.) v. Curzon .	1370, 1451
Schaner v. Field . . .	579 <i>Add.</i>
Schiele v. Brakell . . .	[584], 585
Schjott v. Schjott . . .	751
Schlesinger v. Bedford . .	580
— v. Turner . . .	580
Schmidt Re, Jackson & Co. v. Napper . . .	1991
Schneider v. Batt . . .	123, 131, 156
— v. Lizardi . . .	629
Schofield, <i>Exp.</i> . . .	722
—, <i>Re</i> Firth . . .	1213
—, <i>Re</i> . . .	1041
— v. Heap . . .	1463
— v. Hincks . . .	470
— v. Reilly . . .	[523]
— v. Schofield . . .	[1906], 1906, 1909, 1917
— v. Solomon . . .	1754
Scholesfield v. Heafield . .	831
— v. Ingham . . .	1637, 1638
— v. Lockwood . . .	778, 932, 1637, 1638, 1640
— v. Redfern . . .	1419
— v. Templer . . .	1922
Scholey v. Peck . . .	933 <i>Add.</i>
Scholfield v. Midgeley . .	[1241]
— v. Spooner . . .	1430
Schomberg v. Humfrey . .	1208
School Board for London, <i>Exp.</i>	1500
Schoole v. Sall . . .	1612
Schotsmans v. Lanc. & York. Ry. Co. . .	1974, 1975
Schove v. Schmincke . . .	577, 582
Schreiber v. Dinkel . . .	1955
Schroder v. Schroder . . .	1257
Schroeder & Co. v. Myers . .	330
— v. Central Bk. of Lond. .	439
— v. Clough . . .	266
— v. Hanrott . . .	440
— v. Schroeder . . .	321
Schuldt v. Kent . . .	[1624]
Schultze v. Schultze . . .	772
Schute v. Reed . . .	1176
Schwahlaerber, <i>Re</i> . . .	943
Schweder's Estates, <i>Re</i> , Oppen- heim v. Schweder . . .	1384
Schweitzer v. Mayhew . . .	1583
Schweizer v. Atkins . . .	546
Slater v. Cottam . . .	945, 998, 1615, 1617
Socones v. Morrell . . .	1875
Score v. Ford . . .	962, 977
Scotney v. Lomer . . .	986, 1469
Scott, <i>Re</i> , Padwick v. Scott .	1785
—, Scott v. Hanbury . . .	903,
— v. Becher . . .	962, 978, 1429
— v. Beecher . . .	661
— v. Bentley . . .	1199
— v. Brownrigg . . .	1140
— v. Cumberland . . .	1268, 1406

	PAGE
Scott v. Hastings (L.) . . .	428, 429, 669
— v. Homer . . .	277, 278
— v. Izon . . .	1314
— v. Jackman . . .	308
— v. Jones . . .	1225
— v. Leak, <i>Re</i> Parry . . .	1380, 1381
— v. Liverpool Corp. . . .	1155
— v. Matthew Brown & Co. .	1977, 1978
— v. Mercantile, &c. Ins. Co. 355 <i>Add.</i>	
— v. Miller . . .	84, 94, 940
— v. Moorhouse . . .	[103]
— v. Morley . . .	[749], 753, 754
— v. Nesbitt . . .	685
— v. Oakeley . . .	2058
— v. Pape . . .	493, 495
— v. Raymond . . .	1797, 1837
— v. Rowland . . .	544, 1798, 1807
— v. Royal Wax, &c. Co. . .	19
— v. Scholey . . .	1722
— v. Scott . . .	1801, 1867, 1876
— v. Smith . . .	685
— v. Spashett . . .	801, 804
— v. Stanford . . .	576
— v. Steward . . .	1450
— v. Storey . . .	[611]
— v. Synder Projectile Co. .	1933
— v. Synge . . .	1221, 1223 <i>Add.</i>
— v. Tyler . . .	1296
— v. Watson . . .	[1553]
Scottish Eq. Life Ass. Soc. v. Beatty . . .	1190
— Farmers' Co., <i>Re</i> . . .	173
— Life Ass. Soc., <i>Re</i> . . .	2063
— N. E. Ry. v. Stewart . .	607
— Petroleum Co., <i>Re</i> , An- derson's Case . . .	1933
— Case . . .	1395
— Union Co. v. Steele . . .	262
— Widows' Fund v. Craig [1760],	1761
Scotto v. Heritage . . .	712
Scougall v. Campbell . . .	233
Scrimgeour's Claim . . .	1171, 1971
Script Phonography Co. v. Gregg	121
Scrivener v. Pask . . .	1150
— v. Smith . . .	1016
Scrutton v. Pattillo . . .	1392
— v. Spenceman . . .	898
Scully v. Dundonald (L.) .	113, 345, 1898
Sculthorpe v. Tipper . . .	[974], 976, 978, 1005, 1319, 1417, 1418
Seager, <i>Re</i> , Seeley v. Briggs .	835
Seagram v. Knight . . .	481, 482
— v. Tuck . . .	654, 680, 687, 1200, 1225
Seagrave v. Pope . . .	1763
— v. Seagrave . . .	811
Seagrove v. Parks . . .	19
Seal v. Claridge . . .	1676

	PAGE		PAGE
Seal v. Kemaley	1614	Serle v. Fardell	365, 368
Seale Hayne v. Jodrell	1326, 1328	— v. St. Eloy	830
Seaman, <i>Re</i> , Rhodes v. Wish	1223	Seroka v. Kattenburg	755, 773, 780
— v. Woods	[1347], 1355	Serrao v. Noel	462
Sear, <i>Exp.</i> , <i>Re</i> Price	434	Seton v. Slade	1840, 1858
— v. House Property Co.	471	— v. Smith	[1339]
Searle, <i>Re</i>	[256]	Sevenoaks & Co. Ry. v. L. C. & D. Ry.	607, 610
— v. Colt	657, 1378	Sevin v. Des Landes	615
— v. Cooke [1572], 1574, 1761		Sewart's Estate	2014
— v. Lane	1201	Sewart, <i>Re</i>	2039
— v. Matthews	444	Sewell, <i>Re</i>	952, 1419
— v. Sanford	[419]	— v. Bishopp	1461 <i>Add.</i>
Seaton v. Mapp	1847, 1856	— v. Crewe-Read	1143
— v. Seaton	761, 790, 837, 903	— v. King, <i>Re</i> King	1427, 1428, 1668, 1709, 1710
— v. Staniland	877	— v. Moxsy	1198
— v. Twyford	1583	Seymour v. Bennett	1550, 1567
Sebright's Settled Estates, <i>Re</i>	1511, 1522	— v. Bridge	1969
Sebright v. Thornton	1511	— v. Vernon	1453
Sec. of State & Co. for India v. Kelson	[438], 439, 444	Seyton, <i>Re</i> , Seyton v. Satterthwaite	772
Sec. of State for War v. Deane	248	Shackel v. Marlborough (D.) [677], 1705	
Securities & Property Investment Co. v. Brighton Alhambra, Limited	663 <i>Add.</i>	Shackell v. Colmett, <i>Re</i> Pride	1757
Seddon v. Bank of Bolton	494	Shackleton v. Sutcliffe	1880, 1881
Sedgwick, <i>Re</i> , <i>Exp.</i> McMurdo	429	Shadbolt v. Woodfall	1255, 1284
— v. Walford, & Co. Ry. Co.	1904	Shaftesbury v. Arrowsmith (E.) v. Marlborough (D.) [648], 1370, 1487	
Seear v. Lawson	41, 104	Shaftoe's Char., <i>Re</i>	1098
— v. Webb	133	Shafto, <i>Re</i>	1022
Seeley v. Briggs, <i>Re</i> Seager	835	— v. Bolckow, Vaughan & Co.	35, 324, 466, 503
Sefton (L.), <i>Re</i>	841	— v. Johnson	501
Segrave's Trusts, <i>Re</i>	769	Shakespeare, <i>Re</i> , Deakin v. Lakin	752, 753, 773
Seidler, <i>Exp.</i>	339	Shakespeare Walk School, <i>Re</i>	1104, 2043
Seixo v. Provezende	542, 545	Shalcross v. Finder	1203
Selby v. C. P. Gas Co.	508	Shale v. Hodson	[647]
— v. Jackson	995	Shand v. Stansfeld	[1702]
— v. Nettlefold	508	Shanks, <i>Re</i> , <i>Exp.</i> Swinbanks	917
— v. Pomfret	1737	Shannon v. Bradstreet	1480
Selig v. Lion	104	Shapland, <i>Re</i>	404
Sellar v. Griffin	1170, [1175], 1177, 1180	Shard, <i>Re</i> , Partington v. Reynolds	[908]
Sellon v. Watts	[1361, 1365], 1367, 1388, [1404], 1406, 1407	Shardlow v. Cotterell	1838, 1839
Sellers v. Matlock Bath Local Board	462, 526	Sharland v. Mildon	1278
Sells v. Sells	1440, 1914	Sharp, Steward & Co., <i>Re</i> . [2067], 2069, 2072	
Selous v. Croydon Local Board	394	—, <i>Re</i> , Bentall v. Sharp 695, 698, 704	
Selwyn v. Garfit	1599, 1636	—, Ricketts v. Sharp	1004
Semple v. Holland	1452	— v. Carter	380, 674
Senhouse v. Earl	811, 1657	— v. Cash	284
— v. Mawson	698	— v. Lush	1278
Senior v. Hereford	[1533], 1551	— v. M'Henry	1672, 1673, 1674
— v. Pawson	459, 490	— v. Milligan	1847
Sentance v. Porter	1461	— v. Wright	259, 680
Seraglio, The	466, 633	Sharpe, <i>Re</i>	940, 945, 1015
Sercombe v. Saunders	1431	—, Masonic Ass. Co. v. Sharpe	940, 981, 1165
Serff v. Acton Local Bd.	508		
Sergeant, <i>Re</i> , Mertens v. Walley	1327		
Sergenson v. Beloe, <i>Re</i> Watmough	19, 172		
Sergeson v. Sealey	869		

Table of Cases.

clxxx

	PAGE
Sharpe v. Crispin . . .	1334, 1337
— v. Foy . . .	761, 1751
— v. San Paulo Ry. . .	353, 356, 971
— v. Scarborough (E.) . .	1203
Sharples v. Adams . . .	1747
— v. Sharples . . .	1266, 1268
Sharshaw v. Gibbs . . .	341, 1481
Shattock v. Shattock . . .	762
Shaw, <i>Exp.</i> (Jac. 270) . . .	68
— (2 Q. B. D. 463) . . .	1894
— (4 Y. & C. 506) . . .	2027
—, <i>Re</i> . . .	789, 1009
— & Corp. of Birmingham, <i>Re</i> . . .	1869, 2006, 2036
— v. Boner . . .	1298
— v. Bunny . . .	1598
— v. Foster . . .	961, 1703, 1845
— v. Gould . . .	1338
— v. Hudson . . .	421, 427
— v. Jersey (E.) . . .	486
— v. Johnson . . .	1611
— v. McMahon . . .	1324
— v. Neale . . .	161, 229, 930, 1720, 1755
— v. Port Philip Gold Co. . .	1926
— v. Rhodes . . .	679
— v. Shaw . . .	407
— v. Smith . . .	58, 63, 86
— v. Standish . . .	1961
— v. Thackray . . .	1845
— v. Thompson . . .	613, 1121
— v. Wright . . .	396, 398, 399, 404
Sheaf v. Cave . . .	807
Sheard v. Venables . . .	1855
— v. Webb . . .	629
Shearman v. British Mutual, &c. Co. . .	1669
— v. Robinson, <i>Re</i> Johnson . . .	1314, 1315
Sheddon v. Goodrich . . .	1343
Shee v. French . . .	1203
Sheehan v. G. E. Ry. Co. . .	43, 551, 568
Sheen, <i>Exp.</i> . . .	1824
Sheffield Trusts, <i>Exp.</i> . . .	2039
—, <i>Exp.</i> . . .	1982
— (Corp. of), <i>Exp.</i> . . .	2019, 2039
— &c. Building Soc. v. Harrison . . .	1683
— Banking Co. v. Clayton, <i>Re</i> Walker . . .	1782
— Building Soc. v. Aizlewood . . .	1770
— Waterworks v. Birmingham . . .	601
— v. Yeomans . . .	630
— and S. Yorks. B. B. Soc. v. Aizlewood . . .	606, 968, 975
— (L.) v. London Joint Stock Bank . . .	1749, 1752
— v. Buckingham (D.) . . .	830, 832

	PAGE
Sheffield v. Eden . . .	922
— v. London Joint Stock Bank . . .	1163
Sheil, <i>Exp.</i> . . .	1825
Sheldon, <i>Re</i> , Nixon v. Sheldon . . .	1418
— v. Weldman . . .	1165
Shellard, <i>Exp.</i> . . .	139
Shelley v. Shelley . . .	[1363], 1370, 1446, 1451-
— v. Westbrooke . . .	880
Shelly v. Pelham . . .	675
Shelmardine v. Harrop . . .	1614
— v. Johnson . . .	1907
Shelmerdine, <i>Re</i> . . .	1078
Shelton, <i>Re</i> . . .	789
— v. Watson . . .	1445
Shelvin v. M'Grane . . .	931
Shenton v. Brock, <i>Re</i> Richards . . .	1428
Shepard v. Brown . . .	1154, 1155
— v. Elliot . . .	1637
Shephard, <i>Re</i> . . .	1022, 1054
—, Atkins v. Shephard . . .	103, 105, 658, 667, 669
— v. Corp. of Norwich . . .	2007
Shepheard, <i>Re</i> . . .	1081
— v. Walker . . .	1847
Shepherd, <i>Exp.</i> . . .	779
— v. Allen . . .	1807
— v. Buckingham (D.) . . .	830
— v. Churchill . . .	1050, 1062, 1069, 1569
— v. Corp. of Norwich . . .	1835
— v. Doolan . . .	1857
— v. Gillespie . . .	[1966], 1966, 1969
— v. Harrison . . .	1973
— v. Keatley . . .	1854
— v. Morris . . .	1157, 1171
— v. Moulds . . .	977
— v. Towgood . . .	986
— v. Wilson . . .	897, 898, [899]
Sheppard, <i>Exp.</i> , <i>Re</i> Parkers . . .	967, 1823
—, <i>Re</i> . . .	949
— v. Duke . . .	1256
— v. Gilmore . . .	130, 324, 325, 456, 470
— v. Jones . . .	1634, 1636, 1639, 1640
— v. Murphy . . .	1969, 1970
— v. Oxenford . . .	645, 684
— v. Pulbrook . . .	1670
— v. Sheppard . . .	226
— v. Wilson . . .	1461
Shepperdson, <i>Re</i> . . .	1079
Sherard, <i>Re</i> . . .	1670
Sherborne Sch. Case . . .	1096
Sheriff v. Spark . . .	1656
Sherman v. Sherman . . .	1177
Sherrard, <i>Re</i> , Lowther v. Cuffe . . .	1047, [1064]

	PAGE		PAGE
Sherry, <i>Re</i> , London & County		Shuff v. Holdaway . . .	675
Bank v. Terry 1164, 1782, 1783,	1786	Shumm v. Dixon . . .	263
Sherwin v. Selkirk . . .	1212	Shurmer v. Hodge . . .	340
— v. Shakspear 1, 305, 1859,	1870, 1875	Shurmur v. Sedgwick . . .	777, 1427, 1960, 1961
Sherwood, <i>Re</i> . . .	997	Shutt v. Shutt . . .	1537
— v. Beveridge . . .	313	Shuttleworth's Estate Act, <i>Re</i> . . .	2046
— v. Rivers . . .	1383	Shuttleworth v. Bristol . . .	1321
— v. Smith . . .	854	— v. Howarth 1266, 1329,	1420
Shewell v. Shewell . . .	1263	— v. Lowther . . .	1614
Shewen v. Vanderhorst . . .	1224	Sibeth, <i>Exp.</i> . . .	968
- Shiel v. Godfrey 461 <i>Add.</i> , 493 <i>Add.</i>		—, <i>Re</i> Sibeth . . .	763
Shields v. Boucher . . .	334	Sibley v. Higgs . . .	1678
Shilito v. Hobson, <i>Re</i> Richard-		Sibun v. Pearce . . .	1771
son . . .	1663, 1704	Sichel v. Mosenthal . . .	1797
Shilleto v. Collett . . .	788, 884	Sichell v. Raphael . . .	[450], 451
Shilson, <i>Exp.</i> , <i>Re</i> Cock . . .	1730	Sickles v. Morris . . .	265
Shimell v. Tucker . . .	458	Siddell v. Vickers . . .	[549], 552,
Ship v. Croskill . . .	1933	[566], 568 <i>Add.</i> , 1980	
Shipbrook (L.) v. Hinchin-		Siddons v. Short & Co. . .	501
brook (L.) . . .	901	Sidebotham v. Barrington . . .	1858
Shipman v. Thompson . . .	1160	Sidebottom v. Adkins . . .	83
Shippey v. Grey . . .	435, 932	— v. Fielden . . .	561 <i>Add.</i> , 563 <i>Add.</i>
Shipton (R. of), <i>Exp.</i> . . .	2026, 2040	Sidgreaves v. Brewer, <i>Re</i> Fleet-	
— v. Rawlins . . .	1283	wood . . .	1353, 1366
Shipway v. Ball . . .	788, 802	Sidingham, <i>Re</i> . . .	844
Shipwright v. Clements . . .	167, 544	Sidney Sussex College, <i>Exp.</i> . . .	2012
Shires v. Ashworth, <i>Re</i> Jackson 1324		—, <i>Re</i> , Benyon v. Amphlett 1232	
Shirley, <i>Re</i> . . .	2024	— v. Ranger . . .	294, 295, 939
— v. Ferrers . . .	95, [882]	— v. Sidney . . .	811, 1369, 1720
— v. Smallwood . . .	839	— v. Wilmer . . .	2042
Shirreff v. Hastings . . .	1203	Siegenberg v. Met. Dis. Ry. Co. 2009	
Shoesmith v. Byerley . . .	505	Siegert v. Findlater . . .	546
Shoppee v. Nathan . . .	377 <i>Add.</i>	Siemen v. Karo . . .	561 <i>Add.</i>
Shore v. Shore (4 Drew. 219,		Siffkin v. Davis . . .	1592, 1619
501) . . .	[1416], 1421, 1422, 1482,	Silber Light Co. v. Silber . . .	602
— v. — (2 Ph. 378) . . .	1609	— v. Stein . . .	109
— v. Wilson . . .	613	Silcock v. Roynon . . .	1654
Short, <i>Exp.</i> , <i>Re</i> Mackenzie 236 <i>Add.</i>		Silk v. Eyre . . .	1782
— v. Mercier . . .	84	— v. Prime . . .	1203, 1208, 1218
— v. Parratt, <i>Re</i> Hervey . . .	967	— v. Pryme . . .	1400, 1408
Shortley v. Selby . . .	1220, 1232	Sillick v. Booth . . .	1392
Shotts Iron Co. v. Inglis . . .	520, 524,	Silva, <i>Re</i> . . .	1014
— . . .	525	— Trusts, <i>Re</i> . . .	838, 855
Showell v. Bouron . . .	157	Silver Valley Mines, <i>Re</i> . . .	727
— v. Winkup . . .	42	Silvester, <i>Re</i> . . .	1862
Shrapnel v. Laing . . .	219, 227	— v. Bradley . . .	1476
Shrewsbury & Co. Ry. v. L. & N.		— v. Silvester . . .	[1305]
W. Ry. 606, 607, 610,		Simes, <i>Re</i> , Simes v. Newbery . . .	378
1842, 1846		— v. Eyre . . .	970, 1277
— Sch., <i>Re</i> 1095, 1096,		— v. Simes, <i>Re</i> Allen . . .	276, 1021
1099, 1100		Simm v. Anglo-American Tele-	
— (E.) v. Trappes 262, 745,		graph Co. . . .	1920
— . . .	746	Simmons v. Shirley . . .	1634
— v. N. Staffs. Ry. Co. 2013		Simmonds, <i>Exp.</i> , <i>Re</i> Carnac . . .	1914
— v. Shrewsbury &		— v. G. E. Ry. 164, 919, 924	
Birmingham Ry. 459		Simmons, <i>Re</i> . . .	951
Shroder & Co. v. Myers & Co. . .	131	— v. Gutteridge . . .	1309
Shropshire Union, & Co. v.		— v. Kinnaird (L.) . . .	396
Reg. . . .	945, 965, 966, 1750	— v. London Joint Stock	
Shubbrook v. Tufnell . . .	729	Bank . . .	1749, 1751, 1752 <i>Add.</i>

	PAGE		PAGE
Simmons v. Norton . . .	478	Sion Coll., <i>Re</i> , <i>Exp.</i> Corp. of	
— v. Rose . . .	943	London . . .	2046
— v. Simmons . . .	1251	— Hospital, <i>Re</i> . . .	[1083], 1106
— v. Storer . . .	259	Sismey v. Eley . . .	1963
— v. Woodward . . .	1674, 1679	Sittingbourne & Sheerness Ry.	
Simon v. Barber . . .	1092	Co. v. Lawson . . .	943
Simons v. Cridland . . .	617	Sitwell v. Bernard . . .	1264, 1419
— v. McAdam . . .	712	Skarf v. Soulby . . .	1952, 1955
— v. Milman . . .	1196, 1197	Skeats, <i>Re</i> , Skeats v. Evans . . .	1020
— v. Pearce . . .	[709]	Skeete's Charity, <i>Re</i> . . .	1112
Simper v. Foley . . .	492	Skegg, <i>Re</i> , <i>Exp.</i> Skegg . . .	1959
Simpson's & Isaac's Patents . . .	1983	— v. Simpson . . .	376
Simpson, <i>Exp.</i> . . .	46	Skelton v. Banton . . .	892
—, <i>Re</i> . . .	1823	— v. Cole . . .	1838
— v. Bathurst . . .	1269, 1467	— v. Edwards . . .	651
— v. Beard, <i>Re</i> Beard . . .	1367	Skett v. Lindsay . . .	1222
— v. Bell . . .	386, 413	Skey v. Bennett . . .	1211
— v. Brown . . .	1465	Skidmore, <i>Re</i> . . .	262
— v. Chapman . . .	1818, 1829	Skillett v. Fletcher . . .	1788
— v. Charing Cross Bank . . .	1672	Skinner, <i>Exp.</i> , <i>Re</i> Lawford's	
— v. Denison . . .	600, 601, 603, 606	Charity . . .	1098, 1099
— v. Denny . . .	1556	—, <i>Re</i> . . .	887
— v. Earles . . .	911	— v. City of Lond. Marine	
— v. Fogo . . .	626	Ins. Corp. . . .	1968
— v. Holliday . . .	337, 555, 558	— v. Orde . . .	887
— v. Howden (L.) . . .	617, 1963	— v. Perry . . .	553 <i>Add.</i>
— v. Lamb . . .	939	— v. Shew . . .	553 <i>Add.</i>
— v. Morley . . .	1200, 1720, 1723	— v. Todd . . .	761, 1408
— v. Parkes, <i>Re</i> Parkes . . .	1250 <i>Add.</i>	Skinners' Co. v. Knight . . .	1977
— v. Ritchie . . .	1558	Skip v. Harwood . . .	1826
— v. Sadd . . .	[1889]	Skipper v. Skipper, <i>Re</i> Palmer . . .	122, 133
— v. Savage . . .	527	Skipton v. Wharfedale Ry. Co.. . .	2057
— v. Spraggett . . .	1034	Skipwith v. Stanley . . .	1910
— v. Terry . . .	1901	Skipworth v. Sayle . . .	143
— v. Thompson . . .	1785	Skittes, <i>Re</i> . . .	1042, 1049
— v. Westm. Pal. Hotel	606	Skottowe v. Young . . .	205, 1336
Co. . . .	606	Skrymsher v. Northcote . . .	167, 1268, 1328
Sims v. Ridge . . .	1247	Skyenner v. Pelichet, 1050, 1052, 1054	
— v. Thomas . . .	1955	Skyrind v. Greenwood . . .	1160
Simson, <i>Re</i> . . .	1003	Slack v. Midland Ry. Co. . .	221, 528
— v. Ingham . . .	1823	— v. Parker . . .	946
Sinclair, <i>Re</i> , <i>Exp.</i> Chaplin . . .	1956	Sladden, <i>Re</i> . . .	248
— v. G. E. Ry. . .	260, 360	Slade, <i>Re</i> , Slade v. Hulme . . .	16, 395
— v. Jackson . . .	1611, 1758	— v. Barlow . . .	1551
— v. Wilson . . .	968	— v. Rigg . . .	1601, 1645, 1662
Sinclair, <i>Re</i> , <i>Exp.</i> Payne . . .	923	— v. Tucker . . .	79
Sing v. Leslie . . .	1460	— v. Walpole . . .	1368
Singer & Co. v. Loog . . .	225, 325, 541, 542, 543, 546, 719	Sladen v. Whitting . . .	283, [1330]
— & Co. v. Wilson . . .	133, 541, 542, 543, 546, 561, 562, 1995,	Slaney's Trusts . . .	20
— v. Audsley . . .	345	Slaney Woollen Mills Co., Lim.,	
— v. Hasson . . .	564	—, <i>Re</i> . . .	[173]
Singleton's Estate, <i>Re</i> . . .	2043	— v. Watney . . .	1353
Singleton, <i>Exp.</i> , <i>Re</i> Tritton . . .	1664	Slanning v. Style . . .	760
— v. Hopkins . . .	[1567], 1567, 1569	Slater's Trusts, <i>Re</i> . . .	1611, [1950], 1951
— v. Selwyn . . .	994	Slater v. Alvey . . .	1191
— v. Tomlinson . . .	1269	— v. Callaway, <i>Re</i> Minter . . .	282
Sinnett v. Herbert . . .	1130, 1136, 1141, 1142, 1143, 1147	— v. Darlaston Steel Co. . .	[1686], 1686
— v. Walsh . . .	1326	— v. Pinder . . .	434
		— v. Slater . . .	200, 274, 944
		— v. Sunderland (M.) . . .	934

	PAGE		PAGE
Slaugham (Manor of), <i>Re</i>	[2079]	Smith, <i>Re</i> (19 Beav. 329)	[243]
Sleek v. Thorington	1264	— (11 Beav. 468)	246
Sleeman v. Wilson	867, 981	— (4 Ch. D. 70)	1044
Sleigh v. Lawson	986, 1156	— (2 Ex. D. 47)	386, 747
Slevin, <i>Re</i> , Slevin v. Hepburn	1091	— (4 Jur. N. S. 1193)	763
Slewings's Charity, <i>Re</i>	1098	— (31 L. J. P. & M. 181)	1391, 1392
Slim v. Croucher 962, [1923], 1924, 1925		— (9 W. R. 396)	925
Slingsby v. Boulton	447	— (14 W. R. 949)	2017
Slipper v. Tottenham, &c., Ry. Co.	1857, 1873, 2033	— (16 W. R. 1130)	1196
Sloman v. Bank of England	1920	—, <i>Exp.</i> Dixon	1171
— v. New Zealand Govt.	16	—, L. & N. W. Ry. Co. & Midland Ry. Co.	1526, 2028
Sloper, <i>Re</i>	1055	—, and Service and Nelson	353, 357
— v. Oliver, <i>Re</i> Batchelor	789, 801, 1389	—, Bilke v. Roper	781, 782
Sly v. Blake, <i>Re</i> Johnson	1256	—, Brant v. Parsons [1534]	
Smale v. Burr	1675	—, Chapman v. Wood	767
Small v. Attwood	965	—, Clements v. Ward	782, 1136
— v. Hedgeley, <i>Re</i> Hedgeley	753, 772	—, Day v. Bonaini	305
— v. Torley	1855, 1961	—, Duke of Rutland's Settlement, <i>Re</i>	2028
— v. Wing	1287	—, Green v. Smith	1199, 1234
Smalley v. Hardinge	1893	—, Hands v. Andrews	378 Add., 385 Add., 386 Add.
Smalpage's Case, <i>Re</i> Marseilles Ry. Co.	626	—, Hannington v. True	1295
Smalpage v. Tonge	8, 17	—, Henderson - Roe v. Hitchins	858, 1255
Smart v. Flood	655, 680	—, Hooper v. Smith	732
— v. Tranter	773, 783	—, Hutchinson v. Ward	152, 700
Smeathman v. Bray	1737	—, Keeling v. Smith	868, 1354
Smeaton's Will, <i>Re</i>	912	—, Lambert v. Lange	319
Smee v. Baines	1389	—, Lord v. Hayward	1325
Smeed, <i>Re</i> , Archer v. Prall	856	—, McMurray v. Mathew	1279
Smethurst v. Hastings 975, 976, 979		—, Pinsent & Co.	268
— v. Longworth	831	—, Rigg v. Hughes	33, 725
Smiles v. Blackburn, <i>Re</i> Blackburn	1253	—, Roe v. Hitchins [1019]	
Smith's Case	1935	—, Williams v. Frere	63
—, <i>Re</i> Bank of Hindustan	933	— & Co. v. British Mar. Mutual Ins. Assoc.	355
— Estate, <i>Re</i>	762, 1460, 2014	—, F. E. (32 W. R. 408)	249, 252
—, M'Murray v. Mathew	701, 705, 706	—, Fleming & Co., <i>Re</i> , <i>Exp.</i>	
—, Clifford v. Washington	780	—, Kelly	1958
— Settled Estates, <i>Re</i>	1505, 1523, 1526	—, Goods of	781
— Settlement, <i>Re</i>	[1521]	—, Wm., <i>Re</i>	2039
— Trusts, <i>Re</i>	1426	—, v. Adams	809
— Will, <i>Re</i>	1426	—, v. Archibald	486
Smith, <i>Exp.</i>	[893]	—, v. Armitage	986, 1246
—, <i>Re</i> Brown	434	—, v. Armstrong	286
— Hamilton	1164	—, v. Baker	1604
— Hepburn	1225	—, v. Bank of Scotland	1787
— Hildyard	1704	—, v. Barneby	[1327]
— Kell's Guardians	2027	—, v. Barnes	69, 1612
— Norwich, &c. Bldg. Soc.	1767	—, v. Bate	846
—, <i>Re</i> (9 Beav. 182; 4 Beav. 309)	236, 240	—, v. Beaufort (D.)	75
— (9 Beav. 342)	1365	—, v. Bence, <i>Re</i> Bence	1355
— (4 Beav. 307)	924, 925	—, v. Bicknell	1614, 1909, 1910
		—, v. Birch	834
		—, v. Boucher	1043, 1054, 1057, 1067

Table of Cases.

clxxix

	PAGE
Smith <i>v.</i> Brantnall . . .	1840
— <i>v.</i> Brown . . .	485, 690
— <i>v.</i> Brownlow . . .	516
— <i>v.</i> Buchan . . .	155, [1853]
— <i>v.</i> Buller . . .	257, 261, 263, 265, 570
— <i>v.</i> Carter . . .	[1312]
— <i>v.</i> Chadwick . . .	264, 1924, 1925, 1933, 1934
— <i>v.</i> Chambers . . .	986
— <i>v.</i> Chatto . . .	[571], 577
— <i>v.</i> Cherrill . . .	1955, 1960
— <i>v.</i> Chichester . . .	1622, 1755
— <i>v.</i> Church . . .	1458
— <i>v.</i> Clarke . . .	1845
— <i>v.</i> Claxton . . .	1307
— <i>v.</i> Conder . . .	1465
— <i>v.</i> Cooke . . .	1428
— <i>v.</i> Cowell . . .	651, 652, 668
— <i>v.</i> Crabtree . . .	1352, 1463
— <i>v.</i> Cremer . . .	1266
— <i>v.</i> Critchfield . . .	447
— <i>v.</i> Cropper . . .	560
— <i>v.</i> Dale . . .	916, 991, 992, 993, 994, 1270
— <i>v.</i> Daniell . . .	79, 80
— <i>v.</i> Darby . . .	501
— <i>v.</i> Darlow . . .	377, 443, 447
— <i>v.</i> Davies . . .	729, 1582
— <i>v.</i> Day . . .	242, 456, 461, 493
— <i>v.</i> Dixon . . .	457
— <i>v.</i> Dresser . . .	993
— <i>v.</i> Druce, <i>Re</i> Bright . . .	[697]
— <i>v.</i> Effingham (E.). . .	259, 260, 265, 657
— <i>v.</i> Evans . . .	1710
— <i>v.</i> Everett . . .	1320, 1798, 1800
— <i>v.</i> Eyles . . .	1201
— <i>v.</i> Fletcher . . .	514
— <i>v.</i> French . . .	981
— <i>v.</i> Garland . . .	1961
— <i>v.</i> Gill . . .	276
— <i>v.</i> Gooch . . .	889
— <i>v.</i> G. E. Ry. Co. . .	[1688]
— <i>v.</i> G. W. Ry. . .	502, 2006
— <i>v.</i> Green . . .	[1628]
— <i>v.</i> Grindley . . .	734
— <i>v.</i> Gue, <i>Re</i> Gue . . .	1327
— <i>v.</i> Guy . . .	1279
— <i>v.</i> Hakewell . . .	[616]
— <i>v.</i> Hammond . . .	28, 213, 442
— <i>v.</i> Hardy . . .	1307
— <i>v.</i> Hargrove . . .	326
— <i>v.</i> Harwood . . .	340
— <i>v.</i> Henley . . .	140, 1910
— <i>v.</i> Hibbard . . .	1043
— <i>v.</i> Hill . . .	1611
— <i>v.</i> Hodson . . .	1160
— <i>v.</i> Hurst . . .	1719, 1723, 1954
— <i>v.</i> Iliffe . . .	[1437], 1440, 1442
— <i>v.</i> Jackson . . .	875
— <i>v.</i> Jeyes . . .	662
— <i>v.</i> Johnson . . .	581
— <i>v.</i> Kay . . .	1945, 1946

	PAGE
Smith <i>v.</i> Keal . . .	916
— <i>v.</i> Keene . . .	[412]
— <i>v.</i> Kenrick . . .	514
— <i>v.</i> King . . .	836
— <i>v.</i> Lakeman . . .	406, 407
— <i>v.</i> Land & House Pro- perty Corp. . .	1925, 1928
— <i>v.</i> Langford . . .	1314
— <i>v.</i> Lay . . .	66
— <i>v.</i> Lemaitre . . .	[1057], 1069
— <i>v.</i> Leveaur . . .	1170, 1171
— <i>v.</i> Lewis . . .	[172], 895, 899
— <i>v.</i> Liverpool, London and Globe Ins. Co. . .	357
— <i>v.</i> Lloyd . . .	1606
— <i>v.</i> L. & S. W. Ry. . .	569
— <i>v.</i> Lucas . . .	761, 763, 1427
— <i>v.</i> Lyster . . .	687
— <i>v.</i> Manchester (D.) . .	607
— <i>v.</i> Massie . . .	72
— <i>v.</i> Matthews . . .	796, 799
— <i>v.</i> Mid. Ry. . .	523, 525
— <i>v.</i> Millidge, <i>Re</i> Humfries .	1325
— <i>v.</i> Mogford . . .	1425, 1431
— <i>v.</i> Moody . . .	[332]
— <i>v.</i> Moreton . . .	1293
— <i>v.</i> Morgan . . .	1201, 1721
— <i>v.</i> Nelson . . .	312
— <i>v.</i> N. Staff. Ry. Co. . .	325
— <i>v.</i> Olding . . .	1644, 1645
— <i>v.</i> Parks . . .	1162
— <i>v.</i> Parkside Mining Co. .	358
— <i>v.</i> Pearman . . .	1651, [1700]
— <i>v.</i> Peters . . .	1836, 1841, 1869
— <i>v.</i> Pilgrim . . .	94, 1958
— <i>v.</i> Pilkington . . .	1638, 1764, 1766
— <i>v.</i> Pococke . . .	945, 1170
— <i>v.</i> Poole . . .	1224
— <i>v.</i> Reed . . .	57
— <i>v.</i> Richardson . . .	33
— <i>v.</i> Robinson . . .	1592, [1850], 1855, 1858
— <i>v.</i> Sibthorpe, <i>Re</i> Jackson .	1293
— <i>v.</i> Smith (20 Eq. 500) . .	461, 462, [489]
— <i>v.</i> — (L. R. 3 Ex. 282) . .	609
— <i>v.</i> — (1 Dec. 1854, B. 148) . .	[642]
— <i>v.</i> — (2 Y. & C. 353) . .	659
— <i>v.</i> — (10 Ha. App. lxxi.) . .	684
— <i>v.</i> — (16 Mar. 1857, B. 973) . .	[289]
— <i>v.</i> — (1 Dr. & S. 384) . .	1255, 1284, 1396
— <i>v.</i> — (5 Ch. D. 643) . .	1355
— <i>v.</i> — (8 Aug. 1860, B. 1881) . .	[1492]
— <i>v.</i> — (1891, 3 Ch. 550) . .	1610
— <i>v.</i> — (3 Drew. 72) . .	1049
— <i>v.</i> — (Ir. Rep. 10 Eq. 273) . .	930
— <i>v.</i> — (3 Atk. 307) . .	901
— <i>v.</i> — (12 P. D. 102) . .	817

	PAGE		PAGE
Smith v. Smith (21 Beav. 385) .	780	Snow v. Boycott	1377
— v. — (3 Giff. 121) .	800,	— v. Milford	1806
	804, 1464	— v. Teed	1326
— v. —, <i>Re</i> Benton .	768	— v. Whitehead	513
— v. Spence, <i>Re</i> Wheatley .	768,	Snowdon, <i>Re</i> , <i>Exp.</i> Snowdon .	1784
	1342	— v. Met. Ry. . . .	725
— v. Thackerah	501	Soady v. Turnbull	780
— v. Tolcher	1880	Soames v. Edge	1848
— v. Tranter	782	Sober v. Kemp . . . [1735],	1738
— v. Veal	377	Sobey v. Sobey . 449, [450],	450, 451,
— v. Wall	1677		1153
— v. Watts, <i>Re</i> Watts .	278,	Soblomsten, The	933
	1214, 1217, 1614	Soc. for Prop. of G. v. A. G. .	1094
— v. Webster	1840	Société Anonyme, &c. v. Tilgh-	
— v. Weguelin	626	mann's Patent Sand Blast Co.	1984
— v. Went	57	Société Générale de Paris v.	
— v. Whichcord, Debenham		Dreyfus	17, 18
— v. Lacy, Evans v. De-		Société Générale de Paris v.	
benham	[702]	Tramways Union Co. . 619, 1664,	
— v. White	1218		1749, 1752
— v. Whitlock	777	Société Générale de Paris v.	
— v. Wilkinson . 984, 1151, 1157,		Walker	1663, 1751, 1921
	[1416], 1418	Société, &c. de Glacés v. Tilgh-	
— v. Wills	263	mann's Sand Blast Co. 551, 553,	586
— v. Winter	[926], 930	Soden v. Soden	[851]
— v. Wright	203	S. G. v. Law Revers. Soc. .	206
Smith-Barry v. Dawson .	633 <i>Add.</i>	Solicitor, A, <i>Re</i>	375, 387, 415
Smither v. Zetterquist . .	1065		950, 951
Smithers v. Green	[799], 802	—, <i>Exp.</i> <i>Incorp.</i>	
— v. Pocock, <i>Re</i> Wück .	1245	Law Soc. . . .	421 <i>Add.</i>
— v. Smithers	[1701]	Solicitor of the Treasury v. White	95
Smithett v. Hesketh . .	1603, 1644,	Solicitors & General Society v.	
	1645, [1724]	Lamb	1668
Smithwaite, <i>Re</i>	1055, 1078	Solignac v. Durden	456
Smithwick v. Smithwick .	777	Solley v. Gower	1189, 1288
Smokeless Powder Co., <i>Re</i> .	1994,	— v. Wood	1493
	1998, 1999	Sollory v. Leaver	660
Smyth's Settlement, <i>Re</i> . .	1055	Solomon and Meagher, <i>Re</i> .	1706
Smyth, <i>Exp.</i>	2028	— v. Knight	458
—, <i>Re</i> Limerick Ry.		— v. Solomon	1295
— Co. . . .	1500	Soloway v. Strawbridge . .	960
—, <i>Re</i>	1055	Soltan v. De Held	526
— (15 Ch. Div. 286) . .	67	Soltykoff, <i>Re</i> , <i>Exp.</i> Margrett .	835
— (11 W. R. 850) . . .	1015	Solway Steamship Co., <i>Re</i> 2065,	2070
— (55 L. T. N. S. 37) .	1041	—, The	136
— (4 D. & S. 499) . .	1052, 1082	Somerset & Walker's Patent, <i>Re</i>	1983
— v. Carter	476, 481	—, <i>Re</i>	1077
— v. Griffin	1963	— (D.), <i>Re</i> , Thynne v.	
— v. Johnston	1352, 1463	St. Maur 751, 824	
Smythe v. Smythe	113, 481	— v. Cookson	1835
Snagg v. Frizell	1613	— v. Cox	961
Snailwell (Rector of), <i>Exp.</i> [2026],		— v. Poulett (E.) [974] <i>Add.</i>	
	2027	Somerville, <i>Exp.</i> , <i>Re</i> S. E. Ry. .	2045
Sneary v. Abdy	377	—, <i>Re</i> , Downes v. Somer-	
Sneath v. Valley Gold, Lim.		ville	725
	1692 <i>Add.</i>	— v. Mackay	1805
Snell, <i>Re</i> (5 Ch. Div. 815) .	262, 265	Somes v. Martin	342
— (6 Ch. Div. 105) . .	922, 1612	Soper v. Arnold	308, 1875
— v. Finch	1631	Sopwith v. Maughan . . .	810
Snelling v. Pulling . . .	121, 723	Sorresby v. Hollins	1141
— v. Thomas	1840	Soto, The	257 <i>Add.</i> , 259 <i>Add.</i>
Sneyd, <i>Re</i> , <i>Exp.</i> Fewings .	1181, 1608	Sottomayor v. De Barros .	1337, 1387
Snook v. Watts	332, 821	Souch v. Cowley, <i>Re</i> Cowley .	1366
Snow v. Bolton	279, 370, 394	— v. E. L. Ry. . . .	597

	PAGE		PAGE
Soutar's Policy Trusts, <i>Re</i>	772	Sparrow, <i>Re</i> (20 Ch. Div. 320)	1499
South, <i>Exp.</i>	1709	— (1892, 1 Ch. 412)	[1500]
—, <i>Re</i>	161, 1722	— <i>v.</i> Farmer	1766, 1767
— Devon Ry. Co., <i>Exp.</i> Massey Lopes	[2012], 2012	— <i>v.</i> Fiend	1550
— Durham Iron Co., Smith's Case	1690	— <i>v.</i> Hill	227
— East. Ry. Co., <i>Re</i>	2028	— <i>v.</i> Oxford Ry. Co.	2010
—, <i>Exp.</i> Somerville	2045	Spartali <i>v.</i> Constantidini	1379, 1825
— <i>v.</i> Brogden	1155	Spearman <i>v.</i> Barley	[861]
— Essex Estuary Co.	923	Spedding <i>v.</i> Fitzpatrick	33, 37, 486
— Molton (Mayor of) <i>v.</i> A. G.	1104, 1123, 1124	Speed <i>v.</i> Sorton	[1174, 1816]
— Wales Ry. Co., <i>Exp.</i> 2035	2045	Speer's Trusts, <i>Re</i>	1481, 2026
—, <i>Re</i>	1056	Speer <i>v.</i> Crawter	1574
— <i>v.</i> Wythes	1837	Speight, <i>Re, Exp.</i> Brooks	737
— Western District Bank <i>v.</i> Turner	1593	— <i>v.</i> Gaunt	963
— <i>v.</i> Bloxam [1739], 1741	1782	Speller <i>v.</i> Bristol Steam Navigation Co.	22
Southall <i>v.</i> Brit. Mutual &c. Soc.	608	Spence's Patent	1983
Southampton (L.), <i>Re, Allen v.</i> Southampton	1747, 1751	Spence, <i>Re</i>	843
Southampton &c. Co. <i>v.</i> Hollis	455	—, Lewis <i>v.</i> Darby, <i>Re</i> Nash	109 Add.
Southampton Dock Co. <i>v.</i> Southampton Harbour and Pier Co.	1154	— <i>v.</i> Hangford	655
Southampton Steamboat Co. <i>v.</i> Rawlins	122	Spenceley <i>v.</i> Schulenburgh	78
Southby's Patent	1986	Spencer, <i>Re</i> (16 W. R. 306)	877
Southcomb <i>v.</i> Bishop of Exeter	1847, 1875	— (18 W. R. 240)	942, 944
Southern <i>v.</i> Harriman	1838	— (54 L. T. N.S. 659)	1994
Southport Banking Co. <i>v.</i> Thompson	1683	—, Spencer <i>v.</i> Hart	963, 971
Southwark &c. Co. <i>v.</i> Quick	82	—, Thomas <i>v.</i> Spencer	768
Southwold Ry. Co., <i>Re</i>	2058	— <i>v.</i> Ancoats Vale Rubber Co.	730, 736
Southworth <i>v.</i> Taylor	456	— <i>v.</i> Brighthouse, <i>Re</i> Williams	1249
Sovereign Life Assurance Co. <i>v.</i> Dodd	1234	— <i>v.</i> Clarke	1668, 1748
Sowdon <i>v.</i> Marriott	1284	— <i>v.</i> Jack	555
Sowerby <i>v.</i> Clayton	1413, 1420	— <i>v.</i> L. & B. Ry.	509
— <i>v.</i> Fryer	482	— <i>v.</i> Met. Board of Works	604, 2035
Sowry, <i>Re</i>	2028	— <i>v.</i> Pearson	1756
— <i>v.</i> Sowry	787, 2028	— <i>v.</i> Scurr	475, 479
Spackman, <i>Re, Exp.</i> Foley	1956	— <i>v.</i> Slater	1955
—, May	923	— <i>v.</i> Topham	1931
— <i>v.</i> G. W. Ry. Co.	2010	— <i>v.</i> Watts	115
— <i>v.</i> Holbrook	1287	Spensley, <i>Re, Spensley v.</i> Harrison	1213, 1615
— <i>v.</i> Miller	1676	Spering <i>v.</i> Spering	814
— <i>v.</i> Timbrell	1199	Sperling <i>v.</i> Rochford	788
Spaight <i>v.</i> Cowne	1750, 1922, 1923	—, <i>Re</i> Van Hagan	781, 782
Spalding <i>v.</i> Ruding	1663, 1757, 1974	Spettigue's Trusts, <i>Re</i>	223
— <i>v.</i> Thompson	1160	Spettigue, <i>Re</i>	1056
Spanish General Agency <i>v.</i> Spanish Corp.	455, 629	Spicer <i>v.</i> James	1287
Sparagnapane <i>v.</i> Coombs	[575]	— <i>v.</i> Martin	470
Sparke <i>v.</i> Mann	[646]	— <i>v.</i> Spicer	801
Sparkes <i>v.</i> Evans	1901	Spickernell <i>v.</i> Hotham	1225
Sparks, <i>Re</i>	1047, 1616	Spier <i>v.</i> Bernard	236
Sparling <i>v.</i> Brereton	952	Spiers <i>v.</i> Brown	576, 577, 580
— <i>v.</i> Clarkson	492	Spike <i>v.</i> Harding	1573
— <i>v.</i> Parker	[1130], 1144, 1146, 1419	Spiller, <i>Re</i>	792, 1009
Sparrow, <i>Re</i> (5 Ch. 662)	1047, 1073	—, Spiller <i>v.</i> Madge	1369
		— <i>v.</i> Spiller	1705
		Spindler, <i>Re, Exp.</i> Rolph	1673
		Spirett <i>v.</i> Willows	796, 799, 801, 804, 805, 1955
		Spitalfields Schools, <i>Re</i>	2046
		Spittle <i>v.</i> Walton	98

	PAGE		PAGE
Spode v. Smith	1369	Standard Discount Co. v. La-	
Spokes v. Banbury Bd.	394, 531,	grange	729, 730, 731
532, 533, 534, 632, 633		Standard Manufac. Co., <i>Re</i>	1681,
Spooner's Estate, <i>Re</i>	2043	1682	
Spooner v. Payne	396	Standering v. Hall	788, 791, 1553
Sporle v. Whayman	1703, 1705	Standeven v. Murgatroyd	1161
Spottiswoode v. Clarke	629	Standing v. Bowring	1428
Spradbury's Mortgage, <i>Re</i>	1600	Stanford, <i>Exp.</i> , <i>Re</i> Barber	1678,
Spratt's Pat. v. Ward & Co.	325	1679, 1680	
Spratt v. Jeffery	1854	—— v. Hurlstone	483, 486
Spring v. Pride	1429	—— v. Roberts	262, 266, 267
Springall, <i>Re</i> (14 L. J. Ch. 12).	236	865, 870, 1482	
Springett v. Dashwood	996	Stanger, <i>Re</i> , Moorsom v. Tate	1006
Springhead Co. v. Riley	586	Stanger Leathes v. Stanger	
Sprot, <i>Re</i>	[715]	Leathes	265
Sproule v. Prior	1293	Stanhope's Trusts, <i>Re</i>	1324
Sprunt v. Pugh	370, 394, 679	Stanhope Colls. Co., <i>Re</i>	435
Spurgin v. White	612, 613, 1092	—— v. Collingwood	1452
Spurr v. Hall	33	—— v. Stanhope	105
Spurrier v. Fitzgerald	[1867]	Stanier v. Evans	167, 964, 995
Spurstowe's Charity, <i>Re</i>	2028	Stanier v. Evans	916
Spurway v. Glynn	1265	Staniland v. Staniland	[823], 825
Spyer v. Haswell	[896]	Stanley's Case	1690
—— v. Hyatt	808	—— Settled Estates, <i>Re</i>	1501
Squibb v. White	1437	Stanley of Alderley, (L.), <i>Re</i>	2046
Squire, <i>Exp.</i>	140	——, <i>Re</i>	1055 <i>Add.</i>
—— v. Ford	1757	—— v. Bond	[424], 427
—— v. Purdoo	1738	—— v. Coulthurst	478, 1447,
Stables, <i>Re</i>	792	1453, 1479	
Stace v. Gage	1555	—— v. Grundy	1631, 1633
Stack v. Parker	1823	—— v. Jackman	1451
Stackhouse v. Cs. Jersey	957, 1755	—— v. Norwich (Mayor of).	1093
Stackpoole v. Beaumont	788	—— v. Plevins	449
—— v. Walsh	380	—— (L.) v. Shrewsbury (E.)	461,
Stacpoole v. Stacpoole	988	492	
Stafford Char., <i>Re</i> 1096, 1100, 2016		—— v. Stanley (7 Ch D. 589;	
—— E. v. Cantillon (Bulke-		26 W. R. 310) 429, 768,	
ley)	1346	778, 981	
—— v. Buckley	1377	—— v. —— (16 Ves. 491)	
—— v. City of London	43	[1449]	
—— v. Selby	1599	—— v. Wrigley	1568, 1569
—— v. Stafford, <i>Re</i> Price	781,	Stannard v. Harrison	111, 573,
782		581	
Staffordshire Wheel Co., <i>Re</i>	2067	—— v. Lee	581
Stahlschmidt v. Lett.	1224, 1286,	—— v. St. Giles' Vestry	704
1287		Stansfield, <i>Re</i>	1324, 1369 <i>Add.</i>
—— v. Walford	115	—— v. Bradford (Corp. of)	529
Staight v. Burn	461	—— v. Cubitt	1676
Staines & Co. Ry. Co., <i>Re</i>	2058	—— v. Hobson	1606
——, <i>Re</i> , Staines v. Staines	1206	Stanton v. Baring	260
—— v. Giffard	204	—— v. Hall	759, 803
—— v. Rudlin	1592	—— v. Hatfield	1227, 1233
Stains v. Banks	1608	—— v. Lambert, <i>Re</i> Lam-	
Stainsforth v. Gooding	[1628]	bert's Estate	764, 773,
Stainton v. Carron Co.	659, 1005,	782, 783	
1023, 1152, 1156, 1175, 1178, 1320,		—— v. Tattersall	1928
1914		Stanway, <i>Re</i>	1014
Stallard v. Williams	1025	Stapilton v. Stapilton	816, 1431
Stamford's (L.) Settled Estates,		Stapleford Co., <i>Re</i>	622, 703
<i>Re</i> 1504, 1525, 1526, 1530		Staples, <i>Exp.</i>	2014, 2016
—— & Co. Banking Co. v.		Stapleton v. Conway	1379
Smith	1221	—— v. For. Vin. Assoc.	584,
—— (E.) v. Hobart	1450	585	
Stammers v. Elliott	1160, 1389		

Table of Cases.

clxxxiii

	PAGE		PAGE
Star Newspaper Co. v. O'Connor	467	Stephenson v. Stephenson	99
Star and Garter Hotel, <i>Re</i>	226	Stepney v. Biddulph	1916
Starbuck v. Mitchell	1014	Sterling, <i>Exp.</i>	922
Starkey v. Dyson	977	Sterndale v. Hankinson	1224
Starkie, <i>Re</i>	842	Steuart v. Gladstone	95, 1800, 1807
Starr Bowkett Bldg. Soc. & Sibun, <i>Re</i>	1856	Stevens, <i>Exp.</i> (20 Eq. 786)	1675
Startin v. Peckover	[1283, 1316]	— (2 Ph. 722)	2034, 2035
Stead, <i>Exp.</i> , <i>Re</i> Mundy	737	— (15 Jur. 243)	2040
—, <i>Re</i>	1611	— v. Austen	959
— v. Banks	1646	— v. Biller	1163, 1666
— v. Hardaker	1406	— v. Brett	578
— v. Williams, Stead v. Anderson	551	— v. Guppy	1853
Stedman, <i>Re</i>	296, 889, 1556	— v. Keating	346, 550
—, Coombe v. Vincent	1555	— v. Mid. Dist. Ry.	605, 633, 723
— v. Choplin	[1578]	— v. Mid. Hants Ry. Co.	1757, 2052
— v. Dunster, <i>Re</i> Hartley	[291], 1354	— v. Phelps	434, 435
— v. Hart	1201, 1218	— v. Savage	901
— v. Webb	921	— v. S. Dev. Ry.	603
Steed v. Calley	792	— v. Thompson, <i>Re</i> Thompson	29, 751
— v. Preece	870, 1307, 1552	— v. Trevor-Garrick	776 <i>Add.</i> , 837 <i>Add.</i> , 1430 <i>Add.</i>
Steedman v. Hakim	724	— v. Wildy	577
Steel's Case, <i>Re</i> Whitley Partners	140	Stevenson, <i>Exp.</i>	726 <i>Add.</i>
Steel v. Cobb	915	—, <i>Re</i>	271
— v. Dixon	1669, [1777], 1785	— v. Abington	1322, 1328
Steele & Co., <i>Re</i> Layton	248	— v. Anderson	440
—, <i>Re</i> Gold v. Brennan	1041	— v. Masson	1335, [1347], 1352, 1463
— v. Mid. Ry.	595, 603, 2009	— v. Mayor of Liverpool	1256
— v. Stewart	78, 82	— v. Watson	360
— v. Stuart	1972, 1973	Steward, <i>Re</i>	2032
Steen, <i>Re</i> , Steen v. Peebles	1456	— v. Blakeway	1829, 1831
Steeping, Rector of Little, <i>Re</i>	2013	— v. Fish	828
Steer v. Steer	620, 659, 1315	— v. N. Metropolitan Tram. Co.	39
Steers v. Rogers	551 <i>Add.</i> , 569 <i>Add.</i> , 1137 <i>Add.</i> , 1633, 1984	Stewart's Case	1933
Steevens, <i>Re</i>	1326, 1496	Stewart, <i>Exp.</i>	1664
Stein v. Stein	1749	—, <i>Re</i> (41 Ch. D. 494)	267, 268, 269
Steinmetz v. Halthin	802	— (L. R., 2 P. C. 88)	950
Stening, <i>Re</i>	1011	— (8 W. R. 297)	1047, 1050
Stenson, <i>Re</i> , <i>Exp.</i> Merriman	1217	—, Stewart v. Stewart	1463
Stephen, <i>Re</i>	247	— v. Alliston	1880
— v. Cunningham, <i>Re</i> Hamlet	1461	— v. Casey, <i>Re</i> Casey	1984, 2000
Stephens, <i>Exp.</i> (11 Ves. 24)	1160, 1162	— v. Fletcher	188, 769
— (3 Ch. D. 807)	1956, 1994	— v. G. W. Ry.	617
—, <i>Re</i> (L. R. 9 C. P. 187)	87	— v. Hoare	677
— (8 Ch. 465; 21 W. R. 494)	184	— v. Sheffield	1324
—, Warburton v. Stephens	1220, 1225	— v. Smith	1847
— v. James	856, 882	— v. Stewart	1265, 1297, 1352, 1612 <i>Add.</i> , 1914
— v. Newborough (L.)	258, 260, 993, 996	— v. West Derby Burial Bd.	[1975], 1975
— v. Peel	545	Stickney v. Sewell	975
— v. Workman	631	Stiff v. Cassell	467
Stephenson, <i>Exp.</i>	1633, 1742	— v. Eastbourne L. B.	617
— v. Green	[1732], 1733	Stigand v. Stigand	7, 11
— v. Heathcote	1292	Stikeman v. Dawson	836
		Stileman and Underwood, <i>Re</i> Taylor	922, 925

	PAGE		PAGE
Stillwell v. Ashley	1048	Stone, <i>Re</i>	652, 1825
Stilwell, <i>Exp.</i> , <i>Re</i> Drury-Lowe's Set.	207	— v. A. G., <i>Re</i> Sutton	1139, 1140
Stimpson v. Emmerson	359	— v. Bennett	967
Stirke, <i>Re</i>	249	— v. Compton	1789
Stirling v. Du Barry	624	— v. Godfrey	1914
— v. Forrester	1784	— v. Lickorish	263, 945, 1615
Stirling-Maxwell v. Cartwright 1196, 1337	1337	— v. Lidderdale	396
Stoate, <i>Re</i>	839	— v. Parker	1295
Stobell v. Niven	1838	— v. Smith [1832, 1862], ...	1874
Stock, <i>Exp.</i>	1014	— v. Stone	1225
— v. Ellis	60	— v. Theed	1493
— v. Hooper's Tel. Works	740	— v. Yeovil Corp.	605, 2006
— v. Vining 1441, 1442, 1917	1917	Stonehewer v. Thompson	1603
Stockbridge, &c. Bill, <i>Re</i>	2058	Stoner & Co. v. Johnson and Wetherall	234, 235
Stockdale v. Nicholson	1327	— v. Todd	1982
— v. Onwhyn	581	Stonor's Trusts, <i>Re</i>	776, 1430
Stocken v. Dawson	[1828]	Stonor v. Curwen	1447
— v. Patrick	779	— v. Fowle	388
Stocken Jones v. Hawkins [1242], 1246	1246	Stooke v. Taylor	224, 227
Stocker v. Dean	1835	Storer, <i>Re</i>	262
— v. Planet Bldg. Soc.	483, 486	— & Co. v. Johnson and Weatherall	219, 233
— v. Rodgers	570	— v. G. W. Ry. Co.	1836, 1895
— v. Wedderburn	466	— v. Jackson	629
Stockley v. Parsons, <i>Re</i> Parsons 774, 1247	1247	Storey, <i>Re</i> , <i>Exp.</i> Popplewell	1672, 1674
Stockman v. Baylis	[822]	— v. Prestage	1376
Stockport &c. Ry. Co., <i>Re</i>	2006	— v. Scottney	1331
— &c. Co. v. Manch. Corp.	602	— v. Waddle	698, 699
— Waterworks Co. v.		Storie, <i>Re</i>	1096, 1104, 1121
Potter	533	Stormont v. Wickens	808
Stocks v. Dobson	1663	Storry v. Walsh	1297
Stockton &c. Ry. Co., <i>Exp.</i> , <i>Re</i>		Story v. Fry	1200, 1333
Peat's Estates. [2026]	2026	— v. Gape	961, 967
— Iron Furnace Co., <i>Re</i> 729, 730, 1675	729, 1675	— v. Johnson	1568
— &c. Ry. v. Brown	603	— v. Lennox	65, 73, 82, 744
Stodhart v. Ryle	[1813]	Stott v. Lord	1320
Stoer, <i>Re</i>	96	— v. Milne	994
Stoffell v. Whitworth	450	Stourbridge Canal Co. v. E. Dudley	502
Stogdon, <i>Re</i>	237, 249, 249 <i>Add.</i>	Stourton v. Stourton	886, 888
— v. Lee 752, 753, 760, 768, 773	752, 753, 760, 768, 773	Stowell, <i>Re</i>	2020
Stokes, <i>Re</i>	1071, 1079	— v. Cole	1152
—, Parsons v. Miller [1405], [1406], 1407	1405, 1406, 1407	Strachan, <i>Re</i> , <i>Exp.</i> Cooke	966
— v. Bridgman	1469	Strachy v. Francis	473, 482
— v. Check	1377	Strafford, <i>Re</i> , Stafford v. Warren	[646]
— v. City Offices Co.	489	Straford, <i>Re</i>	251
— v. Clendon	1792	Strahan v. Graham	1837
— v. Ducroz	205	Straight v. Burn	495
— v. Grant	33	Straker v. Hamilton	[1478]
— v. Heron	1376	— v. Reynolds.	63
— v. Smith	[1390]	— v. Wilson 1421, 1483, [1829] 1830	1829, 1830
— v. Stokes	712, 1613	Strand Music Hall Co., <i>Re</i>	1681, 1690
— v. Trumper	944	Strange v. Brennan	936
Stokoe v. Cowan	1955	— v. Fooks	[1780], 1790
— v. Robson 1614, 1907, 1908, 1909, 1910	1614, 1907, 1908, 1909, 1910	— v. Harris	1261
Stone's Will, <i>Re</i>	1663 <i>Add.</i>	Strangeways, <i>Re</i> , Hickley v. Strangeways	1509
		Stranks v. St. John	1891

Table of Cases.

clxxxv

	PAGE
Stratford v. Ritson . . .	1208
— v. Teague . . .	[1000]
Stratheden, <i>Re</i> , Cowper v. Stratheden . . .	1376 <i>Add.</i>
Strathman v. Batthyany, <i>Re</i> Batthyany . . .	[1334]
Strathmore Estates, <i>Re</i> . . .	2014
— (C. of) v. Bowes . . .	1951
— (E.) v. Vane, <i>Re</i> Bowes 1310, 1711, 1712	
Strattman v. Walford . . .	[1334]
Stratton, <i>Exp.</i> . . .	[1497]
— <i>Re</i> , <i>Exp.</i> Salting . . .	1742
— v. Rastall . . .	1790
Strauss v. Francis . . .	112
Streatfield v. Streatfield . . .	1342
Street, <i>Re</i> . . .	249
— v. Crump . . .	155
— v. Hope [383], 386, [397]	
— v. Robinson . . .	1376
— v. Union Bank of Spain . . .	545, 546
Streeten v. Whitmore . . .	377
Strelley v. Pearson . . .	462, [1887], 1891, 1892
Stretton v. Ashmall . . .	975, 979
— v. G. W. Ry. . . .	594, 1835
Strickland v. Strickland . . .	1408
— v. Symons . . .	1314, 1315
— v. Weldon . . .	1090, 1122
Stringer, <i>Re</i> . . .	1996
— v. Harper . . .	1267, 1294
Strong, <i>Re</i> (32 Ch. Div. 342) 385, 950	
— (31 Ch. Div. 273) . . .	740
— (5 W. B. 107) . . .	903
— (26 L. J. Ch. 64) . . .	844
— v. Bird . . .	1202, 1320
— v. Carlyle Press . . .	29 <i>Add.</i> , 664 <i>Add.</i> , 725 <i>Add.</i>
— v. Hawke . . .	1291, [1304], 1406
— v. Hawkes . . .	1408
— v. Padmore . . .	1068
— v. Stringer . . .	1891
— v. Strong (4 Jur. N. S. 942) . . .	308
— v. — (18 Beav. 408) . . .	970
Stronge v. Hawkes . . .	[639], 1208, 1210, 1211
Strother, <i>Re</i> . . .	237
Stroud v. Gwyer . . .	965, 979, 1418
— v. Norman . . .	1469
Stroughill v. Anstey . . .	1297, 1749
— v. Gulliver . . .	725
Strousberg v. Republic of Costa Rica . . .	16
— v. Saunders . . .	257
Strugnell v. Strugnell . . .	1555
Strutt's Trusts, <i>Re</i> . . .	1555
Strutt v. Tippet . . .	1716
Stuart, <i>Re</i> . . .	[1008], 1047, 1616
— <i>Exp.</i> Cathcart 139 <i>Add.</i>	
— v. Babington . . .	1190 <i>Add.</i> , 1356 <i>Add.</i>

	PAGE
Stuart v. Balkis Co. . . .	99
— v. Bruere . . .	1419
— v. Bute . . .	843
— v. Cockerell . . .	422, [1323], 1348, 1355
— v. Diplock . . .	468, 469
— v. L. & N. W. Ry. Co. . .	1847
Stubbins, <i>Exp.</i> . . .	968, 1958
Stubbs, <i>Re</i> , Barney v. Stubbs . .	664, 726
— Hanson v. Stubbs . . .	1201
— v. Dale, <i>Re</i> Dale . . .	225
— v. Sargon . . .	788
Studdert v. Grosvenor . . .	600, 606
— v. Von Steigilitz . . .	1452
Studds v. Watson . . .	1838, 1839
Stumm v. Dixon . . .	222
Stupart v. Arrowsmith . . .	1178
Sturdy, <i>Re</i> . . .	949
Sturge v. Dimadale . . .	259, 260
— v. E. Union Ry. . . .	605
— v. G. W. Ry. . . .	1328
Sturgeon v. Hooker . . .	629
Sturges v. Bridgman . . .	524, 526, 527
— v. Champneys . . .	800, 802
Sturgis Syndicate, <i>Re</i> . . .	29
— v. Morse . . .	1222, 1257
Sturla v. Freccia . . .	135, 137, 138
Sturz v. De La Rue . . .	550
Styan, <i>Exp.</i> . . .	2043
Styles v. Guy . . .	960, 962, 1319
Suart v. Welch . . .	442
Sudbury and Poynton Estates, <i>Re</i> , Vernon v. Vernon . . .	1510 <i>Add.</i>
Sudbury, <i>Re</i> . . .	1081
Sudeley's (L.), Settled Estates, <i>Re</i> . . .	1525, [1746]
Sudlow, <i>Re</i> . . .	262
Suffell v. Bk. of England . . .	1921, 1922
Suffield, <i>Re</i> . . .	167
— <i>Exp.</i> Brown . . .	933, 934
— and Watts, <i>Re</i> , <i>Exp.</i> Brown . . .	435 <i>Add.</i>
Suffolk (E.), v. Lewis . . .	2083
Sugden v. Alsbury, <i>Re</i> Alsbury . .	1421, 1483
— v. St. Leonards (L.) . . .	730, 1910
Sugg v. Silber . . .	325, 557
Suggitt's Trusts, <i>Re</i> . . .	[795], 799, 804, 805
Suir, & Co., Sch., <i>Re</i> . . .	1098
Sullivan v. Mitcalfe . . .	1938
— v. Rivington . . .	367
— v. Sullivan . . .	825
Summer, <i>Re</i> . . .	1392
Summerfield v. Prichard . . .	71
Summers, <i>Re</i> , Boswell v. Gurney .	1205
— v. City Bank . . .	772
— v. Griffiths . . .	1931
Sumpter v. Cooper . . .	1753
Sumsion v. Crutwell . . .	660
Sunderland Bldg. Soc., <i>Re</i> , King v. Rawlings . . .	1771
Surcombe v. Finniger . . .	1427

	PAGE		PAGE
Surman v. Wharton	759, 773, 782	Swan v. Swan	1557
Surrey Commercial Dock v. Kerr	1306	— v. Wood	1302
— &c. Ry. Co., <i>Re</i>	2058	Swann v. Swann	[54]
Surtees v. Parkin	1408	— v. Webb	1206
Suse (No. 2), <i>Re, Exp.</i> Dever	1972, 1973	Swansea Corp. v. Quirk	59, 79
Sutcliffe, <i>Re, Alison v. Alison</i>	77	— Shipping Co. v. Dun- can	20
— v. Booth	513	— Vale Ry. v. Budd	71
— v. James	1582	Swanston, <i>Re</i>	855 <i>Add.</i>
— v. Wardle	1835	— v. Lishman	65
Sutherland v. Cooke	1414, 1418, 1422	Swayne v. Swayne	422, 1664
— (D.), v. Heathcote	503 <i>Add.</i> , 1914, 1978	Sweeper, <i>Re</i>	1015
— v. Sutherland	64, 1480 <i>Add.</i> , 1518 <i>Add.</i> , 1522 <i>Add.</i>	Sweet v. Benning	579 <i>Add.</i> , 581
Sutton's Estate, Vaughan v. Murphy	635	— v. Maugham	577, 578
— Trusts, <i>Re</i>	439, 1012	— v. Meredith	1901
Sutton, <i>Re</i> (11 Q. B. D. 377)	240	Sweetapple v. Horlock	1429
— (21 Ch. D. 855)	342, 1016	Sweeting v. Sweeting	1141
— (W. N. (85) 122)	1077	Swetannoff, <i>Re</i>	[1008]
— Stone v. A. G.	1139, 1140	Swift v. Grazebrook	744
— and Elliott, <i>Re</i>	249	— v. Kelly	1761
— Coldfield Sch., <i>Re</i>	1098	— v. Pannell	1676
— Parish of, <i>to Church</i>	1103, 1112, 1114	— v. Swift	815, 819, 884
— v. Barnet Bd.	394	— v. Wenman	818
— v. Doggett	1233	Swinbanks, <i>Exp.</i> , <i>Re Shanks</i>	917
— v. Downham	[301]	Swinburne v. Ainslie, <i>Re Ainslie</i>	481
— v. Huggins	120	Swindell v. Birm. Syndicate	[32], 325, 730, 732
— v. Jones	653	— v. Bulkeley	1223
— v. Martin, <i>Re Poinnos</i>	273 <i>Add.</i> , 750	Swindon, &c. Ry. Co., <i>Re, Charl-</i> <i>ton v. Rolleston</i>	2036, 2039
— v. Rees	656	Swinfen v. Swinfen	112, 964
— v. Smith	1585, 1602, [1702]	Swire, <i>Re, Mellor v. Swire</i>	165, 168, 702, 706
— v. Stone	396, 1587	— v. Francis	1926
— v. Sutton	1220, 1605, 1611	— v. Redman	1781, 1789
— v. Tatham	1969	Syer v. Gladstone	1366
— v. Wilders	964, 976	Syers v. Met. Bd. of Works	2033
Svendsen v. Wallace	263	— v. Syers	[1794], 1797, 1807, 1809
Swabey v. Dovey	58	Sykes, <i>Re, Sykes v. Sykes</i>	269
Swaby v. Dickon	675, 676, 1619	— v. Bond	939
Swain, <i>Re, Swain v. Bridegman</i>	981, 1256	— v. Dyson	394, 399
— v. Ayres	1891, 1977	— v. Firth	325
— v. Fellows	824	— v. Howorth	550, 551, 560
— v. Rayment	[990]	— v. Sacerdoti	28, 35
— v. Smith	680	— v. Schofield	1538, [1538], 1551, 1556, 1901
Swaine v. Denby	1550, 1551	— v. Sykes (3 B. & C. 541)	543
— v. G. N. Ry.	525, 526	— v. — (2 P. & M. 163)	817
Swainston v. Finn	2006	Symes v. Glynn	1274
Swaishland v. Dearsley	1843, 1844	— v. Lee	792
Swale v. Milner	1232	— v. Magnay	444
— v. Swale	661	Symington v. Footman, Pretty & Co.	546
Swallow, The	734	Symmons, <i>Exp.</i> , <i>Re Jordan</i>	1676
Swan's Estate, <i>Re</i>	1183	Symonds, <i>Re, Betts v. Betts</i>	282, 1251
Swan, <i>Exp.</i>	1921	— v. Gas Co.	1156
—, <i>Re</i> (2 H. & M. 34)	787, 802, 1012, 1015	— v. Hallett	764, 818
— (I. R. 4 Eq. 209)	1782, 1783, 1785	— v. Jenkins	142, 157, 978
— v. N. British Australasian Co.	1921, 1922	— v. Marine Soc.	1143
		— v. Rees	693
		— v. Wilkes	799, 1450
		Symons' Case	836, 1968

	PAGE
Symons, <i>Re</i> , Luke <i>v.</i> Tonkin . . .	986
— <i>v.</i> James . . .	1204
— <i>v.</i> Leaker . . .	509
— <i>v.</i> Symons . . .	[1573]
Simpson <i>v.</i> Prothero . . .	435, 930
Synge <i>v.</i> Synge . . .	1342
Syston, &c. Ry., <i>Re</i> , <i>Exp.</i> Bp. Peterborough . . .	2018

T.

Tabbner <i>v.</i> Tabbner . . .	914
Taber, <i>Re</i> , Arnold <i>v.</i> Kayess . . .	768, 1376
Tabernacle Bldg. Soc. <i>v.</i> Knight 357 <i>Add.</i> , 362 <i>Add.</i>	
Tabor <i>r.</i> Brooks . . .	856, 1006
Tacon <i>v.</i> National Standard Land Co. . .	155, 1902
Tadman <i>v.</i> D'Epineuil, <i>Re</i> D'Epineuil . . .	1234, 1681
Taff Vale Ry. <i>v.</i> Nixon . . .	1155
Taggart <i>v.</i> Taggart . . .	1444, 1450
Talbot <i>v.</i> Official Receiver . . .	1681, 1837
Tait, <i>Exp.</i> . . .	624, 625
— <i>v.</i> Jenkins . . .	661
— <i>v.</i> Lathbury . . .	1454
— <i>v.</i> Northwick (L.) . . .	1292
— <i>v.</i> Swinstead . . .	1467
Taite <i>v.</i> Gosling . . .	470
Taitt, <i>Re</i> . . .	1041
Talbot (E.) <i>v.</i> Braddill . . .	1583
— <i>v.</i> Ford . . .	1842
— <i>v.</i> Frere . . .	1160, 1757
— <i>v.</i> Hope Scott . . .	477, 486, 658, 661
— <i>v.</i> Jerves . . .	1462
— <i>v.</i> Kemshead . . .	1618
— <i>v.</i> La Roche . . .	560
— <i>v.</i> Marshfield . . .	72, 81, 996, 1269, 1465
— <i>v.</i> Radnor (E.) . . .	1241, 1366
— <i>v.</i> Shrewsbury (E.) . . .	846, 883, 886, 1199, 1352
— <i>v.</i> Stainford . . .	1950
— <i>v.</i> Talbot . . .	826
Talbott, <i>Re</i> , King <i>v.</i> Chick . . .	1203, [1209], 1213
— <i>v.</i> Minett . . .	303
Tambracherry Estates Co., <i>Re</i> . . .	2070, 2071
Tamplin's Case, <i>Re</i> Canadian Meat Co. . .	1933
Tamplin, <i>Re</i> , <i>Exp.</i> Barnett . . .	1677
— <i>v.</i> James 1843, 1849, [1860] . . .	
— <i>v.</i> Miller . . .	769
Tamworth (L.) <i>v.</i> Ferrers . . .	471
— <i>Sch.</i> , <i>Re</i> 1109, 1110, 1114 . . .	
Tancred <i>v.</i> Delagoa Bay Co. . .	439 <i>Add.</i> , 1664
Tangye <i>v.</i> Stott . . .	547, 556, [565]

	PAGE
Tann, <i>Re</i> , Gravatt <i>v.</i> Tann . . .	1266
Tannant's Trusts, <i>Re</i> . . .	1253
Tanner, <i>Re</i> . . .	855
— <i>v.</i> Dancy . . .	1265
— <i>v.</i> Heard . . .	1614
— <i>v.</i> Smart . . .	1165
— <i>v.</i> Smith . . .	1856
Tanqueray <i>v.</i> Bowles 993, 1954, 1957 . . .	
Tanqueray-Willauwe and Lan- dau, <i>Re</i> 783, 1204, 1297, 1857 . . .	
Tanswell <i>v.</i> Scurrah . . .	93
Tapley <i>v.</i> Eagleton . . .	1365
Tapling <i>v.</i> Jones . . .	493, 495
Tapp <i>v.</i> Jones . . .	432
Tappenden <i>v.</i> Randall . . .	1182
Tarbottom <i>v.</i> Earl . . .	1380
Tarbuck <i>v.</i> Woodcock . . .	915
Tardiff <i>v.</i> Richardson . . .	978
— <i>v.</i> Robinson . . .	1494
Tardrew <i>v.</i> Howell . . .	935, 1266
Tarleton <i>v.</i> Burton, <i>Re</i> Roberts 1369 . . .	
Tarn, <i>Re</i> . . .	443 <i>Add.</i>
— <i>v.</i> Commercial Bank of Sydney . . .	118
— <i>v.</i> Turner . . .	1603
Tarratt <i>v.</i> Lloyd . . .	109
Tarsey's Trusts, <i>Re</i> . . .	759
Tasker <i>v.</i> Small . . .	1597, 1598, 1841, 1852, 1872
Tasmanian Main Line Co. <i>v.</i> Clark . . .	326
Tasmanian, The . . .	736
Tassell <i>v.</i> Hallen 17 <i>Add.</i> , 19 <i>Add.</i> . . .	
— <i>v.</i> Smith . . .	1737
Tatam <i>v.</i> Reeve . . .	1218
— <i>v.</i> Williams . . .	1224
Tate, <i>Re</i> . . .	1014
— <i>v.</i> Leithead . . .	1202
— <i>v.</i> Williamson [1930], 1931, 1932 . . .	
Tatham <i>v.</i> Drummond 1142, 1264 . . .	
— <i>v.</i> Parker . . .	394, 403
Tattersall <i>v.</i> Nat. Steamship Co. . .	320
Tatton <i>v.</i> Lond. & Lanc. &c. Co. . .	122
Taunton <i>v.</i> Morris . . .	801, 803, 804
— <i>v.</i> Royal Ins. Co. . .	606
Tawes <i>v.</i> Knowles 494, 508 <i>Add.</i> , 509 . . .	
Taylor <i>v.</i> Millington . . .	[982]
Taylor, <i>Re</i> (2 D. F. & J. 124) . . .	855
— <i>v.</i> G. I. P. Ry. . .	1920, 1921
Taylor <i>v.</i> Wildin . . .	1788
Taylor's Case . . .	733
— <i>Estate</i> , <i>Re</i> . . .	320
— <i>Tomlin v.</i> Underhay . . .	1265
— <i>Settlement</i> , <i>Re</i> . . .	767
— <i>Trusts</i> . . .	1392
Taylor, <i>Exp.</i> . . .	968, 1941
— <i>Re</i> Goldsmid . . .	1958
— <i>Grason</i> . . .	1825
— <i>Potts</i> . . .	669 <i>Add.</i>
— <i>Re</i> (V. C. 22, 26 July, 1836, B. 793) . . .	890

	PAGE		PAGE
Taylor, <i>Re</i> (W. N. (66) 5)	1041,	Taylor v. Oliver	66
———— (9 Ha. 596)	1043	—— v. Pede	827
———— (52 L. J. Ch. 728)	1509	—— v. Pillow	577
———— (North, J., 28 Feb.		—— v. Plumer	966, 968
1893, B. 286) [1512] <i>Add.</i>		—— v. Poncia	1531, 1532
——, An Infant (4 Ch.		—— v. Popham	228
D. 157) . [879],	885	—— v. Portington	1841
——, Cloak v. Hammond	1325	—— v. Roe 148 <i>Add.</i> , 373 <i>Add.</i>	
——, Daubney v. Leake	1271,	(No. 1), 387 <i>Add.</i>	
1328		—— v. Rundell	67
——, Illsley v. Randall	1379	—— v. Russell 965, 1748, 1757,	
——, Martin v. Freeman	1141	1767	
——, Mason v. Taylor	922	—— v. St. Helens (Corp.)	511
——, Pedder v. Pedder	787	—— v. Salmon	1840
——, Stileman & Under-		—— v. Shafto	501
wood	922, 925	—— v. Soper	636, 640, 660
——, Taylor v. Taylor	1371,	—— v. Sopers	1582
1380		—— v. Southgate	705
——, Taylor v. Whittaker	2017	—— v. Tabrum	959, [973]
——, Turpin v. Pain 367, 368,		—— v. Taylor (20 Eq. 155) [1175],	
1153		1199, 1352, [1388].	
——, Whitby v. Highton	782	1389, 1464	
—— v. Allen	620	—— v. ——— (8 Ha. 120)	1379,
—— v. A. G.	349	1380	
—— v. Bk. of N. S. Wales	1790	—— v. ——— (17 Eq. 324)	1381
—— v. Batten	65, 66	—— v. ——— (10 Eq. 477)	1396
—— v. Blakelock	961, 965, 966	—— v. ——— (21 W. R. 189)	1818
—— v. Bland	1268	—— v. Turnbull	429
—— v. ———, <i>Re</i> Roper	317,	—— v. Waters	1365
1270		—— v. Wheeler	1587
—— v. Bogg	1147	—— v. Witham	135
—— v. Brown	1847	Teague's Case	1921
—— v. Cartwright	1225, 1352,	—— Settlement.	770, 1468
1432, 1463		Teague, <i>Re</i> (11 Beav. 318)	231
—— v. Chichester, &c. Ry.	2013	—— v. Fox, <i>Re</i> Godden	1422
—— v. Clark	1414, 1419	—— v. Richards	1324
—— v. Coenen	1952, 1955, 1959	—— v. Wharton, <i>Re</i> Richard-	
—— v. Creagh	1195	son	1191
—— v. Dowlen	992	Teall v. Watts	1552, 1555
—— v. Eckersley [636], 652, 653,		Teasdale v. Braithwaite	777, 1427,
654, 655, 1836		1960	
—— v. Gillett	1893	—— v. Sanderson	1557
—— v. G. I. P. Ry.	957	Tebbitt v. Tebbit	1017, 1442
—— v. Grange	736, 1550, 1551	Tebbs v. Carpenter	987, 988
—— v. Hailston	779	Tecorna Co., <i>Re</i>	455
—— v. Haygarth	1328	Tee v. De Caux	1737
—— v. Haylin	1179	—— v. Ferris	1141
—— v. Hibbert	1419	Teebay v. M. S. & L. Ry. Co.	1979
—— v. Holt	1181	Teed v. Beere	1105, 1396
—— v. Jardine	229, 637	—— v. Carruthers	1583
—— v. Johnston	1946	Tees Bottle Co., <i>Re</i>	740
—— v. Jones	692	Teevan v. Smith	1604
—— v. Linley	1144, 1147	Tegg, <i>Re</i>	1005, 1013
—— v. M'Keand	1671	Teichert v. Lange	[488]
—— v. Manners	1202, 1203	Teign Valley Co., <i>Re</i> [2048], [2049],	
—— v. Meads	760, 763, 782	2051	
—— v. Midland Ry.	957, 1920	—— v. Southwood	455
—— v. Mostyn	500, 1480, 1581,	Telegraph Co., <i>Re</i>	2069
1634, 1641		Tel. Despatch Co. v. M'Lean	466
—— v. Neate [641], 662, 1809		Telford v. Met. Bd. of Works	600, 603
—— v. Nicholls	693	—— v. Ruskin	61, 73
—— v. N. & S. Wales Bk.	1788	Tellet v. Lalor	28
		Temperton v. Russell	108 <i>Add.</i> , 463 <i>Add.</i>

Table of Cases.

clxxxix

	PAGE
Tempest, <i>Exp.</i>	1958
— <i>Re</i>	1019
— <i>v. Camoys (L.)</i>	1006, 1196
— <i>v. Ord</i>	676, 893
— <i>v. Tempest</i> . [1129], 1147,	1367
Temple Bar, The	324
Temple Church, Bristol, <i>Re</i> .	2040
— <i>Lands, Re</i>	2040
Temple, <i>Exp.</i>	1629
— <i>v. Bk. of England</i>	618
— <i>v. Thring</i>	1370
Templer, <i>Re</i>	1049
— <i>v. Matthews</i>	962
Tendring Union <i>v. Downton</i> .	1712
Tenlon <i>v. Curtis</i>	1772
Tennant, <i>Exp.</i>	1825
— <i>Re</i>	769, 1001, 1527
— <i>v. Trenchard</i>	164, 295
—	960, 1584, 1705
Tennent <i>v. City of Glasgow Bk.</i>	1935
— <i>v. Welch</i>	791
Terrell, <i>Re</i>	223, 1926
Terry & White, <i>Re</i>	1880, 1914
Tetley <i>v. Griffith</i>	752, 773
Teuliere <i>v. Vestry of St. Mary</i>	
— <i>Abbott, Kensington</i>	595, 604
Tew <i>v. E. Winterton</i>	1379
Tewart <i>v. Lawson</i>	686, 1293, 1410
Teynham, (L.) <i>v. Webb</i>	1460
Thacker, <i>Re</i>	1483
— <i>v. Hardy</i>	1971
— <i>v. Key</i>	1006
Thackeray <i>v. Parker</i>	834
Thackrah <i>v. Ferguson</i>	1163
Thackwell <i>v. Gardiner</i>	[1276]
Thackwray and Young's Con-	
— <i>tract, Re</i>	609
— <i>v. Bell</i>	1644
Thames Steam Ferry Co., <i>Re</i> .	704
Tharp, <i>Re</i>	1499
— <i>Goods of</i>	764
— <i>Tharp v. Macdonald.</i>	781
— <i>v. Tharp</i>	1252
Tharsis & Co. <i>v. Loftus</i>	360
— <i>Sulphur & Co. v. So-</i>	
— <i>ciété des Metaux</i>	16
Thatcher's Trusts, <i>Re</i>	853
Theed's Settlement	1460
Theed <i>v. Debenham</i>	492
Thellusson <i>v. Woodford</i>	[678]
Thellusson <i>v. Woodford</i> [647, 672],	
— [1302, 1475], 2020, [2077], 2080	
Theobald <i>v. King, Re Leonard.</i>	978
Thexton <i>v. Edmonston</i>	94
Theys, <i>Exp., Re Milan Tram.</i>	
— <i>Co.</i>	1159
Thiedemann <i>v. Goldschmidt</i> .	617
Thistlethwaite <i>v. Garnier</i> . .	43, 320
Thomas' Patent	1986
— <i>Settlement, Re</i>	2028
Thomas, <i>Exp.</i>	857
— <i>Re</i>	1013, 1041, 2042

	PAGE
Thomas, <i>Re, Thomas v. Howell</i>	810,
—	826, 1306, 1308
— <i>, Wood v. Thomas</i>	1417,
—	1418, 1419
— <i>Ryan, Re</i>	1831
— <i>v. A.-G.</i>	1264
— <i>v. Brigstock</i>	1632
— <i>v. Buxton</i> [300], 308, 380	
— <i>v. Cooper</i>	1610
— <i>v. Cross</i>	237, 422, 937
— <i>v. Davies</i>	652
— <i>v. Daw</i>	595
— <i>v. Dunning</i>	1601
— <i>v. Ellis</i>	910
— <i>v. Elsom, Re Elsom</i>	725,
—	822, 826
— <i>v. Everard</i>	814
— <i>v. Griffith</i>	1219, 1396
— <i>v. Gwynne</i>	831
— <i>v. Harford</i>	1111
— <i>v. Harris</i>	112
— <i>v. Heath</i>	1065
— <i>v. Howell</i>	1140, 1144, 1145
— <i>v. Jones</i>	781, 1252, 1266,
—	1271
— <i>v. Kelly</i>	448, 721, 1678,
—	1679
— <i>v. Lloyd</i>	144, 938
— <i>v. Montgomery</i>	1263
— <i>v. Nokes</i>	185
— <i>v. Owen</i>	508
— <i>v. Palin</i>	85, 120, 185
— <i>v. Price</i>	768, 778, 981
— <i>v. Rawlings</i>	78
— <i>v. Roberts</i>	[878]
— <i>v. Searles</i>	1672, 1674, 1677
— <i>v. Sec. of St. for India</i>	81
— <i>v. Spencer, Re Spencer</i>	768
— <i>v. Sylvester</i>	1761
— <i>v. The Queen</i>	349
— <i>v. Thomas (2 K. & J. 85)</i>	778,
—	868
— <i>v. — (27 Beav. 537)</i>	1365
— <i>v. — (22 Beav. 341)</i>	1611
—	1757
— <i>v. — (V.-C. W. 21</i>	
— <i>June, 1872,</i>	
— <i>B. 1767) [1717]</i>	
— <i>v. —, Dunn v. Snow-</i>	
— <i>den</i>	1391
— <i>v. Turner</i>	578
— <i>v. Walker</i>	1056
— <i>v. Williams (14 Ch. D.</i>	
— <i>864)</i>	325, 326, 457, 586, 1005,
—	1006, 1019, 1510
Thomason <i>v. Moses</i>	1269
Thompson's Estate, <i>Re</i>	271
— <i>Will, Re</i>	1514
Thompson, <i>Re (8 Beav. 237)</i>	238, 248
— <i>(21 L. R. Ir. 109)</i>	1510
— <i>(30 Ch. Div. 441)</i>	234,
—	236, 240
— <i>(1 Ex. 864)</i>	857
— <i>, Bedford v. Teal.</i>	1144

	PAGE		PAGE
Thompson, <i>Re</i> , Machell v. New-		Thomson v. Clydesdale Bk.	1749 <i>Add.</i> , 1752 <i>Add.</i>
man	1327, [1345]	— v. Eastwood	996, 1256, 1257, 1265
—, Stevens v. Thomp-		— v. Flinn	713, 1552
son	29, 751	— v. Grant	1203, 1286
— and Holt, <i>Re</i>	1635, 1838, 1873	— v. S. E. Ry. Co.	706
— v. Adv. Gen.	1094	— v. Shakespear	1140
— v. Bennett, <i>Re</i> Poole	770, 782, 1203	— v. Simpson	1772
— v. Birkeley	37	— v. Tomkins	1013
— v. Blackstone	1845	— v. Weems	1923
— v. Bowyer	1607	Thorley, <i>Re</i>	995, 998
— v. Burra	810, 1344	—, Thorley v. Massam	206
— v. Cartwright	1750	—, &c. Co. v. Massam	457, [539], 586, 1378
— v. Clive	1266	Thorn v. City Rice Mills	1693
— v. Cohen	1682	— v. Coms. of Works	1835
— v. Cooper	1220, 1286, 1287	— v. Croft	1769
— v. Corby	1140	— v. Kerr	980, 1224
— v. Daniel	335, 1170	— v. Taylor	[14]
— v. Dashwood	83	— v. The Explosives Co.	[1685]
— v. Drew	1607	— v. Worthing Rink Co.	552
— v. Dunn	77, 1252, 1315	Thornber v. Sheard	1946
— v. Falk	79, 80	Thornbury v. Dutton	[1575]
— v. Finch	963, 967, 979, [983], 996	Thorndike v. Hunt	950, 965
— v. Fisher	[1447], 1450	Thorne's Estates	791
— v. Grant	1200, 1657	Thorne v. Thorne	1296 <i>Add.</i>
— v. Griffin	853	Thorneloe v. Skoines	[245], 458
— v. Harris, <i>Re</i> Middle-		Thornevell v. Johnson	470
ton	1267, 1268, 1269	Thornycroft v. Crockett	1603, 1637, 1641
— v. Hayward	[947]	Thornhill v. Evans	1613
— v. Hope	183	— v. Glover	312
— v. Hudson	1593, 1610, 1164, 1637, 1640	— v. Manning	1450, 1655
— v. Milligan	1957	— v. Thornhill	895, 899
— v. Montgomery	542, 546, [539 <i>Add.</i>]	Thorniley, <i>Re</i> , Woolley v. Thorni-	
— v. Montgomery, <i>Re</i>		ley	34, 457
Joule	1994, 2002	Thornley v. Thornley	773 <i>Add.</i> , 800 <i>Add.</i> , 818 <i>Add.</i>
— v. Palmer	18 <i>Add.</i>	Thornton, <i>Exp.</i>	2046
— v. Partridge	94	—, <i>Re</i>	1012, 1052
— v. Planet B.B. Soc.	361, 1768	— v. Bright	1340
— v. Richardson	1542, 1558	— v. Curling	1195
— v. Ringer	1885	— v. Ellis	1420
— v. Smith	450	— v. Finch	621, 1716, 1722, 1723
— v. Stanhope	583, 585	— v. Hawley	1307
— v. Thompson	817, 1278	— v. Howe	1139
— v. Tomkins	422, 961, 1262, 1664, 1668	— v. Kempson	1143
— v. Waithwan	1222, 1223	— v. Maynard	1161
— v. Walker	[958]	— v. McKewan	[1775], 1783
— v. Waterlow	1873	— v. Thornton	118
— v. Watts	809	— v. Union Discount	
— v. Webster	140, 1955	Bank Co. of London	325
— v. Whitelock	1195	— v. Varley, <i>Re</i> Varley	1452 <i>Add.</i>
— v. Whitmore	1915	Thoroughgood's Case	1922
— v. Wright	441	Thorp v. Holdsworth	40, 142, 1796
Thomson, <i>Exp.</i>	890	— v. Owen	1230, 1349
— v. Adv. Gen.	205	— v. Thorp	1013
— v. Anderson	353, 662, 1811	Thorpe, <i>Re</i>	941
		—, Vipont v. Radcliffe	945, 1262

	PAGE		PAGE
Thorpe v. Bestwick . . .	1353	Tillett v. Pearson . . .	161, [1715], 1722, 1723
— v. Brumfitt . . .	505	— v. Stracey . . .	259, 261
— v. Freer . . .	304	Tilley v. Thomas . . .	1847
— v. Gregsen . . .	1679	Tillotson v. Hargrave . . .	830
— v. Holdsworth . . .	[1744], 1747, 1755	Tillot, Re, Lee v. Wilson . . .	962, 1924
— v. Hughes . . .	629	Tillstones, Re . . .	209
— v. Macaulay . . .	83	Tilney v. Stamford . . .	407
Threapleton, Re, Exp. Carter .	1872	Tilsley v. Hawes . . .	[1575]
Three Towns Banking Co. v. Maddever, Re Maddever . . .	1953, 1957	Timms, Re . . .	699
Threlfall, Re . . .	675	Timpson (Simeon), Re . . .	[1008]
—, Exp. Queen's Bldg. Soc. . .	1630	Timson v. Wilson . . .	324
— v. Wilson . . .	29, 751	Tinckler v. Compton . . .	1274
Threlfell v. Harrison . . .	1208	Tindal v. Cobham . . .	1871
Throckmorton v. Crowley . . .	226	Tindall, Re . . .	1392
Throssell v. Marsh . . .	1673	— v. Powell . . .	1171, 1177
Thrupp v. Collett . . .	1141	Tink v. Rundle . . .	657
Thunder v. Belcher . . .	1629	Tinkler, Re . . .	1381, 1383
Thurburn v. Steward . . .	1336	— v. Hindmarsh . . .	1314
Thurgood, Re . . .	234, 236	Tinney v. Tinney . . .	808
Thurlow v. Mackeron . . .	1599	Tinnuchi v. Smart . . .	385
Thursby v. Thursby . . .	978, 1417, 1421	Tinsley v. Lacy . . .	573, 577, 580
Thurston, Re, Thurston v. Evans	782	Tippett and Newbould, Re . . .	768
Thwaites, Re, Yerburch v. Aston	700	Tipping v. Clarke . . .	585
— v. Foreman . . .	1254	— v. Eckersley . . .	466
Thynne (L.) v. Sarl . . .	380, [1654], 1657	— v. Hawes . . .	1650
— v. Shove 464, 592, 593 Add.		— v. Power . . .	[1211], 1213, 1214, 1285, 1615, 1618
— (E.) v. Glengall 1462, 1463, 1464		— v. St. Helen's Smelting Co. . .	524
— v. St. Maur, Re Duke of Somerset . . .	751, 824	— v. Tipping . . .	1293, 1408
Tibbs, Re . . .	856, 1009	Tipton Green v. Tipton Moat Co. . .	1638, 1640
Tichborne v. Mostyn 407, 587, 588		Titanic Steel and Iron Co., Li- mited and Reduced, Re . . .	2067
— v. Tichborne . . .	569, 1191	Titchmarsh, Re . . .	1106
Tichener, Re . . .	1750	Titley v. Davis . . .	1645, 1737
Tickel v. Short . . .	1157, 1177	— v. Wolstenholme . . .	950
Tickner, Re . . .	1664	Tiverton & N. Devon Ry. Co. v. Loosemore . . .	604, 2035
— v. Old . . .	978, 979, 1417, 1418	Tiverton Market Act, Re . . .	2047
— v. Smith . . .	987	Tobin v. The Queen . . .	349
Tid St. Giles' Charity Trustees, Exp. . .	2028	Todd, Exp., Re Ashcroft . . .	1956
— St. Giles, Re . . .	1112	—, Re . . .	1263, 1339
Tidd, Re, Tidd v. Overall 1223 Add.		— v. Beilby . . .	1379, 1383, 1384
— v. Lister . . .	803, 1741	— v. Downes . . .	1176
Tidswell, Re, Exp. Tidswell . . .	778	— v. Gee . . .	1849
—, Re . . .	359	— v. Moorhouse . . .	1297
Tiel, Re . . .	167	— v. Studholme . . .	305, 1211, 1219, 1410
— v. Barlow . . .	167	— v. Todd . . .	889
Tierney, Re . . .	1767	Todheatley v. Benham 470, 525, 526	
Tiffin v. Mains . . .	[710]	Toft's Estate, Re . . .	2047
Tilbury v. Silva 513, 517, 518, 1978		Toft v. Stevenson . . .	1221, 1870
Tildesley v. Harper . . .	39, 40, 42	Tofts v. Stephenson . . .	1606
Till, Exp. . . .	656	Toke v. Andrews . . .	35
Tilleard, Re . . .	236, 240	Toker v. Toker . . .	1435
Tillett, Re, Field v. Lydall 938, 1320		Toleman, Re, Exp. Bramble . . .	924
— v. Charing Cross Bridge Co. . .	1836	Tollat v. Tollat . . .	1469, 1587
— v. Nixon . . .	660	Tollemache, Re . . .	135, 136
		— v. Tollemache . . .	1034, [1472], 1473
		Toller v. Carteret . . .	626, 1581
		Tollner v. Marriott . . .	1364

	PAGE		PAGE
Tolson v. Jervis	166	Tottenham Local Board v. Williams	[1709]
— v. Sheard	1249, 1845	— v. Barry	19
Tombs v. Roche	1402, 1407	— v. Emmett	1950
Tomkins v. Colthurst [1404], 1407, 1408		— v. Green	1950
— v. Saffery	1971	— v. Swansea Zinc Co.	664, 1683
Tomkinson v. Balkis Co.	1920		
— v. S. E. Ry. Co.	33, 607	Touche v. Met. Ry. Warehouse Co.	744
Tomlin v. Budd	609, [1857]	Toulmin v. Millar	1173
— v. Luce	[1627], 1635	— v. Reid	441, 1152, 1153
— v. Price	1909	— v. Steere	1757
— v. Tomlin	1157, 1189, 1275	— v. Toulmin	[1274]
— v. Underhay	320	Tourney, <i>Exp.</i>	1015
— v. —, Taylor's Estate, <i>Re</i>	1265	Tourret v. Cripps	1839
Tomline v. The Queen	59, 349	Toutts' Will, <i>Re, Re</i> Martyn	1071, 1079
Tomlinson, <i>Re</i> Goods of	781, 884		
— v. Gregg	1602, 1613	Tower v. Lord Rous	1293
— v. Land & Finance Co.	28	Towers v. Davys	811
— v. Leigh	1440, 1917	— v. Hogan	1428
Tommey v. White	303	Towerson v. Jackson	1630, 1631
Tompsett v. Harmer	[1281]	Towgood v. Pirie	1992
— v. Wickens	305, 1658	Towle, <i>Re</i>	248
Tompson v. Leith	1609	Townend, <i>Re, Townend v. Townend</i>	1353
Toms, <i>Re</i>	1497	— v. Sheriff of Yorkshire	377
Tomson v. Judge	938, 1947	— v. Toker	1427, 1961
— v. Rolph	1065	— v. Townend	[703], 1254, 1830
Tone v. Preston	501		
Toner v. Thompson	1270	Townley v. Bedwell	1307
Tonsley v. Heffer	132	— v. Deare	326
Toogood's Trusts, <i>Re</i>	421, 1013	— v. Moore	1621
Toogood, <i>Re</i>	1737	— v. Sherborne	962
Tooke v. Hartley	1658	Townsend, <i>Exp.</i>	1616
— v. Hollingworth	968	—, <i>Re, Exp. Parsons</i>	1678
Tooker v. Annesley	481, [1472], 1473	—, <i>Re</i>	379, 1047
		— v. Carus	1140
Tooke's Trusts, <i>Re</i>	2043	— v. Champernowne	1872
Toole v. Young	580	— v. Haworth	550
Toomer, <i>Re, Exp. Blaiberg</i>	1675	— v. Stangroom	1441
Tootal's Trusts, <i>Re</i>	205, 1196, 1335	— v. Toker	1960
Tootal, <i>Re, Hankin v. Kilburn</i>	1366, 1384	— v. Townsend	706, 989, 1004
— v. Dickenson	[900]	— v. Westacott	1955
— v. Spicer	1233	Townshend v. Harrowby	1430
Topfield v. Hillman	1682	— v. Martin	229
Topham, <i>Exp.</i>	1958	— (M.) v. Stangroom	1840, 1916
— v. Booth	1606	— v. Windham	1407
— v. Greenside, &c. Co.	442, 1681, 1683	Townsley, <i>Re</i>	904 <i>Add.</i>
— v. Lightbody	1329	Townson v. Harrison, <i>Re</i> Harrison	1379, 1420
— v. Portland (D.)	714, 743, 745, 746, [1467], 1467, 1468		
Topley v. Corsbie	1680	Towry's Settled Estate, <i>Re, Dallis v. Towry</i>	1370
Toplis v. Hurrall	963	Towry, <i>Re, Dallas v. Law</i>	1451
Torrance v. Bolton	312, 1710, 1912, 1914	Towse v. Loveridge	21
Torre v. Browne	1378, 1379	Towsey v. Groves	825
— v. Torre	1442	Toynbee v. Ducknell	380
Torrington (Lord) v. Lowe	1969	Tozer v. Walford	458
Tosh v. N. British Building Society	1766, 1771	Tozier v. Hawkins	18
Tottenham, &c. Ry. Co., <i>Re</i>	2035	Tracey's Trusts, <i>Re</i>	1014
		Tracey v. Hereford (L.)	1608
		— v. Open Stock Exch.	[708], 711

	PAGE		PAGE
Trade Auxiliary Co. v. Middle-		Trotman's Patent	1986
brough Trade Assoc.	579, 581	Trott's Estate, <i>Re</i> , Pomeroy v.	
— v. Vickers	602, 663	Summerhay	1205
Trade-Mark "Alphie," <i>Re</i>	1992	Trott v. Buchanan	1292, 1294
— "Normal," <i>Re</i>	1991, 2002	— v. Jones	[1282]
— "Sanitas," <i>Re</i>	1992	Trotter v. Maclean	135, 138, 226, 504
Trafalgar Co. v. Francis	[1779]	Troubeck v. Boughey	763
Trafford, <i>Exp.</i>	2019, 2040	Troughton v. Binkes	1299, 1320, 1602, 1603
— v. Blanc, <i>Re</i> Truefort	40, 626, 1196, 1338	— v. Gitley	1238
— v. Machonochie, <i>Re</i>		— v. Hunter	1808
Moore	814	Trowell v. Shenton	729, 837, 1247, 1857
Trail v. Jackson	729, 732, 1284, 1368, [1386]	— v. Trower	1013
Traill v. Baring	616, 1786, 1925	Trubee's Trusts, <i>Re</i>	1052
Trainor v. Phoenix Fire Ass.		Trubee, <i>Re</i>	[1036]
Co.	355 <i>Add.</i>	Truefitt v. Umpleby	631
Transatlantic Co. v. Pietroni	27, 625	Truefort, <i>Re</i> , Trafford v. Blanc	40, 626, 1196, 1338
Trant, <i>Re</i>	653, 674, 684	Trueman's Estate, Hooke v.	
Trappes v. Meredith	[125]	Piper	917
Travers v. Townsend	996	Trulock v. Robey	133, 1606, 1639
— v. Travers	1353	Truman, &c. v. Redgrave	636, 640, 660
Travis v. Illingworth	1021	— v. L. B. & S. C. Ry. Co.	607
— v. Milne	334, 971, 1312, 1320, [1827], 1829, 1830	Trumper v. Trumper	1741
Tredwell, <i>Re</i> , Jeffray v. Tred-		Truscott v. Diamond Rock Bor-	
well	760	ing Co.	1480
Trehearne, <i>Re</i> , <i>Exp.</i> Ealing Local		— v. Merch. Taylors' Sch.	493
Board	434	Trusler v. Cummings	576
Treherne v. Dale	387, 416	Trustees, &c. Co. v. Short	1606, 117 <i>Add.</i>
Treleaven v. Bray	144, 1785	Trutch v. Lamprell	963
Trench v. Heathcote, <i>Re</i> Heath-		Try v. Glouc.	1138
cote	1265, [1460], 1463, 1469	— v. Try	658
Trent v. Hunt	1631	Trye v. Sullivan, <i>Re</i> Young	777, 781
Trentbeck v. Crew	334	Tryon, <i>Re</i>	[233], 247, 997
Tress v. Tress	814	— v. National Provident	
Trestrail v. Mason	1295	Institution	42
Trethewy v. Helyar	1266, 1268, 1327, 1406, 1420	Tubby v. Tubby	1200, 1207
Trethowan, <i>Re</i> , <i>Exp.</i> Tweedy	1683	Tuck, <i>Re</i>	1009
Trevelyan v. Charter	939, 1873	— v. Priestor	578
Trevena v. Juleff	898	— v. Silver	455
— v. Trevena	[786]	— v. Southern Counties De-	
Trevillian v. Mayor of Exeter	965	posit Bank	374, 743, 1674, 1677
Trevor v. Trevor	1447, 1452	Tucker, <i>Re</i> , Tucker v. Tucker	1379 <i>Add.</i> , 1381 <i>Add.</i> , 1761 <i>Add.</i>
— v. Whitworth	605, 2068	— v. Bennett	1431, 1440, 1441
Trevor-Roper, <i>Re</i>	[1470]	— v. Boswell	1419
Tribe v. Taylor	1173	— v. Burrow	1464
Tribourg v. Pomfret (L.)	1737	— v. Collinson	909
Trick, <i>Re</i>	1015, 1016	— v. Good, <i>Re</i> Bonner	1326
Trickey v. Trickey	1420	— v. Hernaman	1238
Trigge v. Trigge	398	— v. Kaye	550 <i>Add.</i>
Trimble v. Hill	440	— v. Linger	502
Trimingham v. Maud	1972	— v. Loveridge	1289, [1472]
Trimleston v. Colt	1409	— v. Morris	441
— v. Hamill	1634	— v. New Brunswick Co.	168, 455
Trimmer v. Bayne	1293, 1462	— v. Vowles	470 <i>Add.</i>
Trin. Coll., Camb., <i>Exp.</i>	2026	— v. Wilson	1663
Trinity House, <i>Exp.</i>	2039	Tuckett's Trusts, <i>Re</i>	1002
Tritton, <i>Re</i> , <i>Exp.</i> Singleton	1664	Tuckey v. Henderson	1351
— v. Bankart	21, 131		
Trodd v. Downes	1670		

	PAGE		PAGE
Tuckley v. Thompson	1212, 1214, 1593, 1733	Turner v. Hellard, Re Harrison	135, 1195
Tuder v. Morris	1600	— v. Heyland	219
Tuer's Will Trusts, Re	855	— v. Hodgson	167
Tuer, Re	1014	— v. Letts	922
— v. Turner	777, 790	— v. Major	592, 1807
Tuff, Re, Exp. Nottingham	778	— v. Marriott [1868],	1874, 1875
Tuffnell, Exp.	1704	— v. Martin	1252
Tufnell, Re	349, 350	— v. Maule	1079
— v. Nichols	1645	— v. Mirfield	526
Tufton v. Harding	447	— v. Morgan	1552, 1557
Tugwell, Re	2029	— v. Moy	1836
— v. Hooper	79, 81	— v. Mullineux	992, 1024
Tulk v. Moxhay	469	— v. Newport	1422
Tullett v. Armstrong	761, 768, 769	— v. Nicholson, Re Pickard	1532
Tullis v. Jacson	353 Add., 359 Add.	— v. Ringwood Highway Board	486, 509
Tullit v. Tullit	870	— v. Sargent	1450, 1451
Tulloch v. Tulloch	292	— v. Snowdon	821
Tulloch v. Hartley	1574	— v. Speakman	1065
Tunbridge Wells Improvement Comrs. v. Southborough Local Board	608	— v. Spooner	495
Tunno, Re, Raikes v. Raikes [1364],	1384	— v. Turner (V.-C. K., 11 June, 1858, B. 1291)	671
Tunstall, Re	1079, 1081	— v. — (2 D. M. & G. 28)	763
—, Exp. Burton	1675	— v. — (1 Jac. & W. 47)	1232
— v. Trapper	1182, 1910	— v. — (M. R., 12 Nov. 1801, B. 402) [1301],	1377
Tupper v. Tupper	817	— v. —, Hall v. Tur- ner	1179
Tuppy v. Tuppy	1240	— v. Wardle	967, 1217, 1219
Turcan, Re	276	— v. Wright	473, 477, 478
Turkington v. Kearman	1632	Turney v. Bayley	75, 83
Turnbull v. Forman	752, 774	Turnock v. Sartoris	260, 356
— v. Garden	1172	Turpin v. Pain, Re Taylor	367, 368, 1153
— v. Janson	258	Turquand, Exp., Re Parker	1674
— v. Robertson	434	— v. Fearon	42
Turnell v. Sanderson	355	— v. Kirby	1199
Turner's Estate, Re	2039	— v. Rhodes	1844, 1854
— Settled Estates	1468	— v. Wilson	157, 1154, 1796, 1853
Turner, Exp.	435	Turton v. Barber	80
—, Re Emma Mine	925	— v. Lambard	1452
—, Re, Glenister v. Hard- ing	137	— v. Meacham	1750
—, Turner v. Turner	1463	— v. Turton	223, 541, 545
—, Turner v. Walter	1202	Turwin v. Gibson	1203
— (24 W. R. 54) 68, 69, 770	763	Tussaud, Re	1463
—, In the Goods of	1679	—, Tussaud v. Tussaud	1464
— & Co. v. Culpan	308, 1881	— v. Tussaud	545, 546
— and Skelton, Re	443	Tweddell v. Tweddell	854
— v. Bridgett	480, 1264, 1265	Twcedale, Re	804, 902
— v. Buck	1170, 1180, 1182	—, Exp. Tweedale	1958
— v. Caulfield	772	— v. Ashworth	550 Add., 571 Add.
— v. Clifford	400	— v. Tweedale	1737
— v. Clowes	1835	Tweedie and Miles, Re	1007, 1467
— v. Collins	220, 221, 992, 1431, 1435, 1946	Tweedy, Exp., Re Trethowan	1683
— v. Corney	1156	—, Re	1048, 1054, 1055
— v. Crush	508		
— v. Ford	944		
— v. Frampton	1269		
— v. Hancock	723, 992, 996, 1016		
— v. Harvey	1928		

Table of Cases.

CXCV

	PAGE
Twigg, <i>Re</i> , Twigg v. Black	1328
— v. Fifield	297
Twisden v. Twisden	1465
Twycross v. Grant	85, 104, 105, 1938
Twynam v. Porter	[928], 932
Tyars v. Alsop	940
Tylden, <i>Re</i>	2028
Tylee v. Tylee	654, 682, 684
— v. Webb	943
Tyler, <i>Re</i> (8 W. R. 540)	[787], 790
— (5 D. & S. 56)	1078
— (1891) 3 Ch. (C. A.)	252
—, Tyler v. Tyler	1141
— v. Bell	1356
— v. Charrington	1196
— v. Drayton	[635]
— v. Thomas	69
— v. Yates	1754
— v. Yates	1949, 1950, 1951
Tyndall v. Castle	470 <i>Add.</i>
Tynemouth Tram Co., <i>Re</i>	2063
Tynte, <i>Re</i>	1220
— v. Hodge	1950
Tyrone Election Petition, <i>Re</i>	407
Tyrrell's Trusts, <i>Re</i>	1009
Tyrrell v. Bk. of London	939, 1941
Tyson v. Cox	1789
— v. Fairclough	659

U.

Udell v. Atherton	1916
Udny v. Udny	1334, 1335
Ullee, <i>Re</i>	331, 884, 887
Ulster Bank v. Synott	1921
— Bldg. Soc., <i>Re</i>	968, 1164
— Mar. Ins. Co., <i>Re</i>	2075
Umfreville v. Johnson	28, 215, 229, 525
Underbank Mills Co., <i>Re</i>	1690, 1691
Underhay v. Reed	[639], 661
Underwood, <i>Re</i>	1042, 1307
— <i>Re</i> , Underwood v.	
— Underwood	317, 638, 1232
— v. Bedford & Camb.	
— Ry. Co.	2035
— v. Courtown (L.)	1754
— v. Frost	[681], 684
— v. Hatton	1396, 1397
— v. Jee	705
— v. Sec. of State for	
— India	81, 259
— v. Wing	1328, 1392
Unett v. Wilkes	1343
Ungar v. Sugg	553 <i>Add.</i>
Ungley v. Ungley	[1424], 1836
Union Bk. of Lond., <i>Exp.</i> , <i>Re</i>	
— Queensland Mercantile Co.	739 <i>Add.</i>

	PAGE
Union Bk. of Lond. v. Ingram	[114], 1593, 1608, 1632, 1639
— v. Kent	1664, 1748, 1749, 1756
— v. Lenan-	
— ton	1671
— v. Manby	58
— v. Munster	296, 298, 1592, 1844
Union Bk. of Scotland v. National	
— Bk. of Scotland	1712, 1755
— Cement Co.	923
— Electrical Light Co. v.	
— Electrical Storage Co.	37, 560
United Club & Hotel Co., <i>Re</i>	1483
— Horse Shoe Co. v. Stewart	568
— Kingdom, &c. Co., <i>Re</i>	268, 703
— Land Co. v. G. E. Ry.	[506], 508
— Service Co., <i>Re</i>	1920
— Telephone Co. v. Bassano	740, 741
— v. Dale	456, 633
— v. Donohoe	157, 569
— v. Globe	
— Telegraph Co.	550
— v. Harrison	552
— v. Mitchell	156
— v. Patterson	570
— v. Sharples	550
— v. Smith	156, 560
— v. Tasker	53, 115
— v. Walter	568
Unity Bank, <i>Exp.</i>	836
— Joint Stock Bank. Ass.	
— v. King	[1708], 1710
Univ. of London v. Yarrow	1139
U. S. v. Macrae	84, 1170
— v. Wagner	59
Unsworth, <i>Re</i>	939
Unwin v. Unwin	672
Upfull's Trusts, <i>Re</i>	911, 912
Upmann v. Elkan	536, 545
— v. Forester	219, 455, 545
Upperton v. Harrison	1615
— v. Nickolson	1854, 1855, 1859, 1875, 1876
Upton Warren, <i>Re</i>	1099
— v. Brown	278, 1428, 1830
— v. Ferrers (L.)	1181
— v. Prince	1463, 1532
Urmston v. Singleton	1872, 1899
— v. Whitelegg	468
Urquhart, <i>Re</i>	16
— v. Butterfield	1335, 1337
— v. Macpherson	1925
Usil v. Brearley	740
— v. Whelpton	325
Uttersson v. Mair	1320
Uvedale v. Halfpenny	1441

Uxbridge (L.) v. Staveland . . .	PAGE 84
& Rickmansworth	
Ry. Bill, <i>Exp.</i> . . . [2056],	2060

V.

V., <i>Re</i>	271
V. of Queen Camel, <i>Re</i>	2019
Vadala v. Lawes	626
Vagliano Bros. v. Bank of Eng- land	1178
Val de Travers Co. v. Lond. Tram- ways Co.	42
Vale of Neath Ry. Act, <i>Re</i> , Jersey v. Jersey	2017
Vale v. Davenport	309
— v. Meredith	1618
— v. Oppert 28, 68, 727, 741,	924
Valentini v. Canali	835
Vallance, <i>Re</i> , <i>Exp.</i> Limehouse Bd. of Works. 1196, 1337	
—, <i>Re</i>	135, 1141
—, Vallance v. Blag- den	1963
— v. Birm. & c. Land Corp. . .	42
Vallee v. Dumergue	16
Valpy & Chaplin, <i>Exp.</i>	1690
Van v. Barnett	1306, 1308
— v. Corpe	1892
— v. Price	407
Van Duzer, <i>Re</i>	1992, 1993, 1994
Van Gelder & Co. v. Sowerby Bridge Flour Co.	42, 551 <i>Add.</i> , 1629
Van Gheluive v. Nerinckx 175, 1200, 1202, 1721	
Van Hagan, <i>Re</i> , Sperling v. Rochford	781, 782
Van Sandau, <i>Exp.</i>	407
—, <i>Re</i>	631
— v. Rose	456
Van Spengler v. Graham	425
Vance v. E. Lanc. Ry.	600, 603
Vandrey's Trusts, <i>Re</i>	2040
Vane v. Barnard (L.)	477
— (E.) v. Rigden 1204, 1205, 1320	
— v. Vane (9 Mar. 1876, B. 470)	[90]
— v. — (2 Ch. Div. 369)	844, 855
— v. — (2 Ch. Div. 124)	1012
— v. — (8 Ch. Div. 383)	1222
Vanrenen v. Piffard	705
Vansittart v. Vansittart	814, 815, 887
Vanzeller v. Vanzeller	451
Vardon's Trusts, <i>Re</i> 763, 768, 1342	
Varley, <i>Re</i>	341
—, Thornton v. Varley	1452 <i>Add.</i>
Varteg Chapel, <i>Re</i>	341

Vaughan, <i>Re</i> , Vaughan v. Thomas	PAGE 1136, 1141
— v. Buck	803
— v. Lloyd	1586
— v. Murphy, Sutton's Estate	635
— v. Vanderstegen (An- nesley's Case)	1704
— v. Vanderstegen 761, 922, 1408	
— v. Vaughan	655
— v. Vawdry	1178
— v. Walker	752
Vavasour v. Krupp	35, 115
Veal v. Veal	789, 1370
Venable v. Foyle	1633
Venables v. Baring	1751
— v. Schweitzer	84, 278
Venning v. Loyd	625
Ventnor Harbour Co., <i>Re</i>	1718
Vera Cruz, The	721
Veret v. Duprez	658, 1191
Verity v. Wyde	927, 930
Verlander v. Eddolls	258, 271
Vermink v. Edwards	77
Verner v. Atkinson	895
— v. Cochrane	97
— v. Winstanley	1760
Verney v. Verney	1493
Vernon, <i>Re</i> , Ewens & Co.	945, 1750
— v. Croft	421
— v. Hallam	467
— v. Manvers	1004
— v. St. James' Vestry 526, 527	
— v. Vernon, <i>Re</i> Sudbury & Poynton Estate.	1510 <i>Add.</i>
Verrall v. Cathcart	295
Vertue v. Miller	822
Vesey v. Elwood	297
Viall, <i>Re</i>	1048
Viants' Settlement	1430
Vibart v. Coles	1205, 1216
Vicar of St. Sepulchre's, <i>Exp.</i> . .	167
Vicary v. G. N. Ry. Co.	62
Vicat, <i>Re</i>	1046, 1077
Vicker's Case, <i>Re</i> , British Bur- mah Lead Co.	1933
Vickers, <i>Re</i>	1047
—, Vickers v. Vickers 1352, 1463, 1464	
— v. Bell	1197
— v. Hand	1870
— v. Oliver	1219, 1407
— v. Scott	1419
— v. Siddell	1989
— v. Stevens	[707]
— v. Vickers	353, 1797, 1841
Victor Söhne v. British & c. Steam Co.	441
Victoria, The	741
Vider v. Parrott	897
Vidi v. Smith	562, 568
Vigers v. Pike	1928
Vignier, <i>Re</i>	1992, 1993, 2001

	PAGE
Villareal v. Mellish	895
Villiers v. Villiers	1910
Vinall v. De Pass	432 <i>Add.</i>
Vince, <i>Re</i>	1826
— v. Walsh	[107]
Vincent's Patent	1983
Vincent, <i>Re</i>	108
— v. Corney	898
— v. Goings	1611
— v. Spicer	479
— v. Venner	252
— v. Vincent	1428, 1840
Vine v. Raleigh	1004, 1481, 1502
Viner v. Vaughan	475, 479
Viney's Trusts, <i>Re</i>	934
Viney, <i>Exp.</i>	728, 731, 733
— v. Bignold	355
— v. Chaplin	167, 346, 1872
Vint v. Hudspeth	122, 721
— v. Padgett	1735, 1737
Vipont v. Radcliffe, <i>Re</i> Thorpe	945, 1262
Virtue v. Miller	705, 825
Vivian & Co., <i>Re</i>	2070, 2071
— v. Little	68
Voisey, <i>Exp.</i> , <i>Re</i> Knight	1630
Von Brockdorff v. Malcolm	1253, 1469
Von Frantzius, <i>Re</i>	349
Von Heyden v. Neustadt	550
Vorley v. Barrett	1784
— v. Cooke 935, 938, 1922, 1923	321
— v. Richardson	321
Voss, <i>Re</i> , King v. Voss	771, 800
Vowles, <i>Re</i>	992
— v. Young	121
Voyle v. Hughes	1427
Vulliamy v. Noble	1161, 1822
Vyner v. Hoylake Ry. Co.	1904
Vyse v. Brown	433
— v. Foster 65, 81, 725, 923, [985], ...	988, 989, 995, 1004, 1315, 1829, 1830
Vyvyan v. Vyvyan	441

W.

Wacher, <i>Re</i>	1046
Waddell v. Blockey	739, 740
— v. Toleman	1585, 1705
— v. Wolfe	1854
Waddilove v. Taylor	422, 1617
Waddington v. Waddington [1362]	
Wade and Thomas, <i>Re</i>	260, 1613, 1616
— v. Broughton	900
— v. Coope	1782
— v. Hopkinson	901, 1050
— v. Patterson, <i>Re</i> Patter- son	[291]
— v. Scruton	897
— v. Stanley	915

	PAGE
Wade v. Ward	1593, 1615
— v. Wilson . 1591, 1592, [1700]	
Wade-Gery v. Handley . [638], 1249	
— v. Morison	356
Wadeer v. E. I. Co.	83
Wadham Coll. <i>Re</i>	[2078]
— v. N. E. Ry. Co.	2006
— v. Rigg	283, 989, 1249
Wadley v. Wadley	1487
Wadsworth's Trusts, <i>Re</i>	1472
Wadsworth, <i>Re</i> , Rhodes v. Sug- den	932, 933
— v. Smith	353
Wagg v. Shand, <i>Re</i> Johnson	223
Wainwright, <i>Re</i>	1499
— v. Elwell	1605
Wainford v. Heyl	762, 969, 1408
Wainwright's Case	1933
—, <i>Met. Coal</i> Consumers' Asso., <i>Re</i>	1181
Wainwright v. Sewell	1190
Waite v. Bingley	134, 1196, 1538, 1540
— v. Morland	770, 816, 1263
— v. Webb	1141
Wake, <i>Re</i>	[839]
— v. Conyers	1574
— v. Hall	1683
— v. Wake (1 Ves. jun. 335)	810
— v. — (17 Jur. 545). [1059], 1068	
Wakefield v. Brown	257
— v. Buccleugh (D.)	455
— v. Childs	808
— v. Jones	[285]
— v. Llanelly Ry.	359
— v. Moffat	1461
Wakeford, <i>Re</i>	1046
Wakeham, <i>Re</i>	1819
Wakelee v. Davis	1224
Wakeman v. Rutland (D.)	1206
Walbanke v. Sparks	441
Walburn v. Ingilby	68, 744
Walcot v. Botfield	1334, 1350, 1453
— v. Lyons	43, 975
— v. Walker	581
Walden, <i>Re</i> , <i>Exp.</i> Odell	1670
Waldo v. Caley	744, 1094, 1095
Waldon v. Thompson	919
Waldron v. Frances	1266
Waldy, <i>Re</i> , Bradshaw v. Waldy	[425]
— v. Gray	1575, 1584, 1748, 1750, 1755, 1910
Wales v. Jeffreys, <i>Re</i> Grant	[14]
Walford, <i>Re</i> , Walford v. Wal- ford	1640
— v. Gray	802, 1425
— v. Walford	744, 745, 746
Walhampton Estate, <i>Re</i>	1961
Walkden Aerated Water Co., <i>Re</i>	1994, 1998
Walker's Case	735

	PAGE		PAGE
Walker's Estate, <i>Re</i> . . .	385	Walker v. Ware, &c. Ry. Co. .	1711,
— Trusts, <i>Re</i> . . .	1514	— 1904, 1905, 2035	
Walker, <i>Re</i> (C. & Ph. 147) .	1046	— v. Wild . . .	680
— (7 Ch. 120) . . .	1265, 1391	— v. Wilsher . . .	219, 1270
— (3 Ch. D. 209) . . .	1042	— v. Woodward . . .	988, 1157
— (26 Ch. D. 510) . . .	1956	Wall, <i>Re</i> , Pomeroy v. Willway	1139
— (55 J. P. 551) . . .	754	— v. Bright . . .	1306
— (16 Jur. 1154) . . .	341	— v. Bushby . . .	1254
— (59 L. J. Ch. 386) . . .	976,	— v. Dunn . . .	[496]
— (Ll. & G. temp. Sug. 324),	1004	— v. Rogers . . .	790, 981
— 802, 900		— v. Stanwich . . .	868
— Church v. Tyache . . .	1327	— v. Wall . . .	763
— Meredith v. Walker		Wallace's Case, <i>Re</i> Scottish Pe-	
— 922 <i>Add.</i>		troleum Co. . . .	1935
— Sheffield Banking		Wallace, <i>Re</i> . . .	408
— Co. v. Clayton . . .	1782	— v. Allan . . .	693, 694
— Walker v. Walker . . .	977,	— v. A. G. . . .	205
— 1462		— v. Auldjo . . .	802
— and Brown, <i>Re</i> . . .	360	— v. Greenwood . . .	789, 791,
— and Hughes, <i>Re</i> . . .	1022	— 1552, 1554	
— and Jackson, <i>Re</i> . . .	331	— v. Wallace . . .	1486
— and Lomax, <i>Re</i> . . .	2069	Wallasey Local Board v. Gracey	527,
— v. Appach, <i>Re</i> Hobson	1421	— 533	
— v. Armstrong . . .	1442	Waller v. Barrett [1280],	1284, 1396
— v. Bach, <i>Re</i> Bach . . .	1315	— v. Childs . . .	1092
— v. Balfour . . .	21	— v. Holmes . . .	923
— v. Banagher &c. Co. . .	703	— v. Horsfall . . .	1910
— v. Beanlands . . .	925	— v. Lacy . . .	1164
— v. Bell . . .	402	— v. Loch . . .	587
— v. Blackmore . . .	105, 254	Wallgrave v. Tebbs . . .	1141
— v. Bradford Old Bank . .	439	Wallingford v. The Mutual Soc.	25,
— v. Brewster . . .	523, 526, 528	— 724, 726, 1582, 1593, 1926	
— v. Budden . . .	724	Wallington v. Cook . . .	1608
— v. Bunkell . . .	367	Wallis, <i>Exp.</i> . . .	790
— v. Clarke . . .	553	— <i>Re, Exp.</i> Lickorish . . .	263,
— v. Clay . . .	1671	— 945, 1617	
— v. Crystal Palace Gas		— v. Bastard . . .	1162
— Co. . . .	263	— v. Hepburn . . .	729
— v. Daniell . . .	62, [107]	— v. Hirsch . . .	355
— v. Dodds . . .	14, 19	— v. Jackson . . .	157
— v. East Riding Club,		— v. Lichfield . . .	368
— &c. Co. . . .	[1864]	— v. Morris . . .	1721
— v. Fletcher . . .	503	— v. Sarel . . .	1870
— v. Gammage, <i>Re</i> Natt . .	1328	— v. Sayers . . .	1691
— v. Gen. Mutual Bldg.		— v. Smith . . .	104, 434, 1843,
— Soc. . . .	362, 1768	— 1875	
— v. Giles . . .	1769	— v. Thomas . . .	167
— v. Hirsch . . .	662, 1825	Wallroth v. Roper . . .	706 <i>Add.</i>
— v. Jeffreys . . .	33	Wallworth v. Holt . . .	1804
— v. Jones . . .	1658	Wallwyn v. Lee . . .	1755
— v. L. & N. W. Ry. . .	353	Walmsley v. Gerard . . .	1452
— v. Martineau, <i>Re</i> Grant,	1380,	Walmsley v. Child . . .	1909
— 1420		— v. Foxhall . . .	145
— v. Milne . . .	1144	— v. Milne . . .	1682, 1683
— v. Mottram . . .	592	— v. Walmsley . . .	989
— v. Poole . . .	65, 66, 97	— v. White . . .	355 <i>Add.</i> , 1812
— v. Preswick . . .	1781	Walond v. Walond . . .	310
— v. Seligmann . . .	1250	Walrond v. Goldman . . .	1675
— v. Shore . . .	1413, 1418, 1419	— v. Rosslyn . . .	1308
— v. Smith . . .	937, 938	— v. Walrond (Joh. 18) . .	777,
— v. Strickland . . .	899	— 814	
— v. Symonds . . .	985, 1924	— v. — (29 Beav.	
— v. Taylor . . .	830, 1297	— 349) . . .	985, 988, 1370

Table of Cases.

cxcix

	PAGE
Walsall Overseers v. L. & N. W. Ry.	721
Walsh v. Brown	1325
— v. Gladstone	1094
— v. Lonsdale	1891
— v. Trevanion	831
— v. Wason 277, 421, 795, 801	
Walsham v. Stainton 78, 81, 1925	
Walter v. Amherst (E.)	[1659]
— v. Emmot	545
— v. Goring	1226
— v. Head	[540]
— v. Hodge	760
— v. Howe	581, 582
— v. James	122
— v. Parrott, <i>Re</i> Parrott . 799,	
1450, 1451	
— v. Selfe	520, 525
Walters' Trusts, <i>Re</i> , Neison v. Walter	276
Walters, <i>Re</i> (9 Beav. 303, n.) . 233,	
236, [243]	
— v. Jackson	813
— v. Northern Coal Co. . 1705,	
1835	
— v. Walters	1285
— v. Webb	1976
— v. Woodbridge	992
Walthamton Estate, <i>Re</i>	1738
Walthamstow Local Board v. Staines	[1709]
Walton v. Butler	1805
— v. Cheetham, <i>Re</i> Carr . 850	
— v. Edge	1771
— v. Lavater	550, 568
— v. Shalcross	1298
— v. Steinkopff	582 <i>Add.</i>
Walwyn v. Lee	1754
Wancke v. Wingren	18
Wand v. Docker	[958], 959
Wandsworth Board of Works v. United Telephone Co.	509
Wandsworth Gas Co. v. Wright . 917	
Wane v. Praed	1175
Wanklyn v. Wilson . 183, 962, 978,	
1153	
Wanstead Local Board v. Hill . 525	
Want v. Campaign	[974] <i>Add.</i> , 981 <i>Add.</i> , 1256 <i>Add.</i>
Wanyer, <i>Re</i>	624
Warburg, <i>Exp.</i> , <i>In re</i> Whalley . 16,	
19, 20, 728	
Warburton v. Edge	922
— v. Haslingden Local Bd.	359
— v. Hill	422, 428
— v. Huddersfield Industrial Soc. 607 <i>Add.</i>	
— v. L. & Bl. Ry.	629
— v. Loveland	1748
— v. Stephens, <i>Re</i> Stephens . . 1220, 1225	
Warbutton v. Warbutton	809
Ward's Estate, <i>Re</i>	2028

	PAGE
Ward, <i>Exp.</i>	2032
—, <i>Re</i> Ward	728
—, <i>Re</i> (6 Jur. N. S. 441)	339,
1377	
— (28 Ch. D. 719)	235
— (7 Ch. 727)	1465
— (31 Beav. 1)	943
— Bemment v. Balls	1252
— Simmons v. Rose	943
— Sturt & Sharp	2002
— <i>Exp.</i> Ward . 1894, 1971	
— & Henry's Case	1894
— v. Arch	1256, 1307
— v. Audland	1429
— v. Barton	1617
— v. Booth	399
— v. Byrne	468
— v. Carttar	1607, 1634
— v. Combo	1421
— v. Eyre	237, 266
— v. Gamgee	951 <i>Add.</i>
— v. Garmons	1910
— v. Ghymes	1856
— v. Gray	1376
— v. Hipwell . 612, 613, 1092,	
[1119], 1121	
— v. Holmes, <i>Re</i> Dean	268
— v. Jarvis, <i>Re</i> Jarvis	415
— v. Lawson . 235, 237, 244, 259,	
266, 923	
— v. Lesler, <i>Re</i> Lesler	[710]
— v. Lockyer	1608
— v. Mackinlay, <i>Re</i> Mackinlay	1208
— v. Morse, <i>Re</i> Brown	227
— v. Nat. Bank of New Zealand	1788
— v. Pilley	365
— v. Royal Exchange Shipping Co.	1691
— v. Shakeshaft . . 427, 1201,	
1618, 1654, 1720	
— v. Sharp	938
— v. Sittingbourne, & Co. 1156	
— v. Swift	657, 679, 1619
— v. Trathen	312
— v. Ward (14 Ch. D. 506)	800
— (3 Mer. 706)	820
— (6 Beav. 251, n.)	824,
915	
— (2 H. L. C. 725) 1314,	
1319	
— (18 W. R. 87)	1551
— v. Wood, <i>Re</i> Wood	1265
— v. Yates	804
Warde v. Aldam	1362
— v. Dickson	1855
— v. Warde	81, 884
Warden, <i>Exp.</i>	1798
— v. Jones	1427
— v. Peddington	[51], 66
Warder v. Saunders	104
Wardle v. Hargreaves	1328
— v. Oakley	1704

	PAGE		PAGE
Wardley, <i>Exp.</i>	1234	Waterhouse v. Gilbert	443
Ware, <i>Re.</i>	872	— v. Holmes	1142
—, Cumberlege v. Ware	1430, 1470	— v. Wilkinson	293, 297
— v. Aylesbury & Bucking-		— v. Worsnop	118
ham Ry. Co.	1902	Waterlow v. Bacon	617
— v. Cann	1355	Waterman v. Ayres	1992
— v. Cumberlege	1090, 1144	Waters, <i>Exp.</i>	1842
— v. Egmont (L.)	1749, 1750	—, <i>Re</i> , Preston v. Waters .	1255
— v. Gardner	1676, 1956, 1957	—, Waters v. Boxer	1264
— v. L. B. & S. C. Ry. Co. .	609	— v. Shaftesbury	67, 1159, 1167, 1172
— v. Polhill	869	— v. Taylor	247, 252, 662
— v. Regent's Canal Co. .	459, 602	— v. Waters	303, 1855
Waring, <i>Exp.</i>	1972	Watford Bur. Bd., <i>Exp.</i> . . .	1098
— v. Lacey	93	—, <i>Re.</i>	1111
— v. Pearman	361	—, &c. Ry. v. L. & N. W.	
— v. Scotland	1855, 1880	Ry.	356
— v. Williams	252	Watkins, <i>Re</i> , <i>Exp.</i> Evans .	161, 655, 668, 1722
Warne v. Dell	699	— v. Brent	620, 659
— v. Lawrence	8, [574], 578	— v. Cheek	1297
— v. Routledge	761	— v. Evans	1679
— v. Seebohm [575], 577, 580		— v. Malcolm, <i>Re</i> Saville [767]	
Warner's Settled Estates, <i>Re</i> .	1502	— v. Scottish Imperial	
Warner and Powell's Arb., <i>Re.</i> .	359	Insurance Co.	16
— v. Baynes	1552	Watmough, <i>Re</i> , Sergenson v.	
— v. Jacob	1593, 1599, 1635	Beloe	19, 172
— v. Moir, <i>Re</i> Moir	1354, 1453	Watney v. Trist	589, 592, 1793, 1797, 1811
— v. Mosses	92, 99, 259	— v. Wells	1803, 1808, 1809
— v. Smith	1799	Watson, <i>Exp.</i>	1770, 1974
Warrack v. Warrack	1915	—, <i>Re</i> Love	1671
Warrant Finance Co.'s Case . .	725	—, <i>Re</i> , <i>Exp.</i> Johnston,	
Warren's Settlement, <i>Re.</i> . .	1392	Johnston v. Watson	
— Trusts, <i>Re.</i>	1343	170 <i>Add.</i>	
Warren, <i>Exp.</i>	379	— Official Re-	
—, <i>Re.</i>	769	ceiver	1670
—, Weedon v. Reading	1006	—, <i>Re</i> (53 L. J. Ch. 305) .	922
— v. Davies	1204	— (19 Ch. Div. 384)	1046, 1047
— v. Postlethwaite	1267	— (10 Jur. N. S. 1011) . .	2028
— v. Richardson	1854	—, Carlton v. Carlton .	1193
— v. Rudall	1142, 1366, 1482	— v. Allocock	1790
Warrender v. Foster	1043, 1069, [1900]	— v. Birch	1206, 1224, 1256
— v. Warrender	814	— v. Blakeney, <i>Re</i> Hen-	
Warrick v. Q. Coll., Oxf. . .	68, 72, 76, 516	dry	[1126], 1136
Warriner v. Rogers	1428	— v. Brickwood	1293
Warter v. —	1247	— v. Cave	108, 727, 728
— v. Yorke	900	— v. Cleaver	94
Warwick & Birmingham Canal		— v. Cox	1900, 1901
— v. Burman	462, 532, 690	— v. Gass	1557, 1566, 1569
—, &c. Ry., <i>Re.</i>	2058	— v. Gray	478, 486
—, Char., <i>Re.</i>	1099	— v. G. W. Ry. Co.	264
Warwicker v. Bretnall	869, 1308	— v. Holliday	568, 569
Washburn & Moen Manufac-		— v. King	1392
turing Co. v. Patterson	738, 741	— v. Leamington Coll. Co.,	
Washer v. Elliott	693	Lim.	[464], 471
Wasse v. Heslington	1204	— v. Lloyd	925
Wastell v. Leslie	656	— v. Moore	1018
Waterer v. Waterer	1307, 1464, 1831	— v. Northumberland (D.)	1568
Waterfall v. Penistone	1683	— v. Parker	134, 326, 1198
Waterford and Passage Ry. Co. <i>Re</i>	2057, 2058, 2061	— v. Reid	1847
Waterhouse v. Bk. of Ireland		— v. Rodwell	34, 142, 247, 726, 938, 1946
1752 <i>Add.</i>			

Table of Cases.

cc1

	PAGE		PAGE
Watson v. Row	916, 991, 1267, 1270	Webb, <i>Re</i> , Leedham v. Patchett	1380
— v. Saul	. . . 980	— v. Adkins	. . . 118
— v. Strickland	. . . 1679, 1680	— v. Bacher	. . . 526
— v. Teignmouth (L.)	[832]	— v. Bird	. . . 493
— v. Waltham	. . . 1583	— v. Byng	. . . 144
— v. Watson, <i>Re</i> Loveman	1368	— v. De Beauvoisin	. . . 1369
— v. —	. . . 1462, 1463	— v. Direct London, &c. Ry.	
— v. Woodman	940, 981, 1222, 1823	Co.	. . . 1842
— v. Young	. . . 1355	— v. Dobie	. . . 1644
Watt v. Barnett	. . . 9	— v. Earle	. . . 605
— v. Crayke	. . . 1468	— v. East	. . . 84
— v. Ligertwood	. . . 408	— v. England	. . . 1218
— v. Wood	. . . 1462	— v. Grace	. . . 235
Watts, <i>Exp.</i>	. . . 618	— v. Hewitt	. . . 1789, 1790
—, <i>Re</i> (24 W. R. 701)	1011, 1049	— v. Hughes	. . . 1848
— (9 Ha. 106)	. . . 1079, 1156	— v. Jones	. . . 976, 1004, 1292
—, Smith v. Watts.	. . . 278, 1214, 1217, 1614	— v. Manch. Ry.	. . . 601, 603
— v. Alford	. . . 786	— v. Mansel	. . . 733
— v. Jefferyes	419, 428, 669, 1719	— v. Roche	. . . 1640
— v. Kelson	. . . 508	— v. Sadler	. . . 1307, 1356
— v. Penny	. . . 241	— v. Shaftesbury (L.)	869, 1005, 1020, 1342
— v. Porter	. . . 428, 429	— v. Shropshire Ry. Co.	1691 <i>Add.</i>
— v. Shrimpton	. . . 805	— v. Smith	. . . 1741
— v. Shuttleworth	. . . 1790	— v. Stenton	. . . 432
— v. Smith	. . . 467	— v. Webb	. . . 993
— v. Symes	[1736], 1737, 1757	Webber v. Hunt	. . . 1638
— v. Watts	786, 1369, 1835	— v. Lee	. . . 1839
Waugh, <i>Re</i> (29 Beav. 666)	. . . 254	— v. L. B. & S. C. Ry.	
— (25 W. R. 555)	. . . 1297	Co.	. . . 746
—, Cornford v. Elliott.	1136, 1143	— v. Tivill	. . . 1165
— v. Carver	. . . 1824	Webley v. Webley	. . . 886
— v. Land	. . . 1602	Webster's Case	. . . 1933
— v. Waddell	. . . 235	— Estate, <i>Re</i>	. . . 2041
— v. Wren	. . . 1782	Webster, <i>Exp.</i> , <i>Re</i> Morris	. . . 1674
Wavell v. Mitchell	. . . 1601	— <i>Re</i>	. . . 235, 241
— v. —, <i>Re</i> Mitchell	1601	—, Derby Union v.	
Way's Trusts, <i>Re</i>	. . . 1427	Sharratt	. . . 912
Way, <i>Re</i>	. . . 1014	— v. Armstrong	. . . 123
— v. Foy	. . . 744	— v. Bray	334, 1794, 1797
Wayman v. Monk, <i>Re</i> Monk	. . . 1217	— v. British Empire Ass.	
Wayn v. Lewis	. . . 1593	Co.	110, 1180, 1181, 1182, 1669
Wayne v. Hanham	. . . 1662	— v. Cook	. . . 1950
Weale v. W. Middlesex Co.	. . . 630	— v. Dillon	. . . 467
Weall, <i>Re</i> , Andrews v. Weall	. . . 963, 996	— v. Donaldson	. . . 1873
— v. James	. . . 43 <i>Add.</i>	— v. Le Hunt	. . . 925, 960
— v. Rice	. . . 1464	— v. Manby	. . . 215, 257, 347
Wearing v. Ellis	. . . 1604	— v. Myer	. . . 148
Weatham v. Davey	. . . 1821	— v. Patteson	. . . 1646, 1651
Weatherall v. Thornburgh	. . . 1328, [1386], 1387, 1462	— v. Petre	. . . 1786, 1788
Weatherby v. St. Giorgio	. . . 1255, 1330	— v. Southey	. . . 1121
Weatherley v. Ross	. . . 490, 495	— v. Webster (3 Swa. 490)	. . . 593, 1822
Weaver, <i>Re</i>	. . . 698, 856, 1006	— v. — (3 Jur. N. S. 655)	. . . 815
—, Higgs v. Weaver	. . . 1236	— v. — (31 Beav. 393)	. . . 961
Webb's Estate	. . . 257, 260	— v. Whewall	. . . 58, 75, 139
— Trusts, <i>Re</i>	. . . 1430	Wedderburn v. Clark	. . . 683, 684
Webb, <i>Re</i> (M. R. 1876)	. . . 240, 789	— v. Pickering	. . . 325
— (2 Eq. 456)	. . . 1015	— v. Wedderburn (4 M. & Cr. 585)	. . . 624, 625
— (Ir. Rep. 5 Eq. 235)	. . . 1391		

	PAGE		PAGE
Wedderburn v. Wedderburn (17 Beav. 158)	918	Wells, <i>Re</i> , Wells v. Wells [851], 856, 858	
Wedderburn v. Wedderburn (4 My. & C. 41) 1178, 1179, [1827], 1830		— v. Abraham	1062
Wedderburn v. Wedderburn (22 Beav. 104)	1817, 1818	— v. Borwick, <i>Re</i> Hardy	1384
Wedderburn v. Llewellyn	345	— v. Gibbs	425
Wedgwood v. Adams 1233, 1268, 1269, 1842		— v. Kilpin 161, [640], 1603, [1716], 1722, 1723	
Weed v. Ward	365	— v. Malbon	818, 1016
Weeding, <i>Re</i>	1043, 1069	— v. Maxwell	1836, 1839
Weedon v. Glover	[1323]	— v. — (No. 1)	1847
— v. Reading, <i>Re</i> Warren	1006	— v. Wells	970, 979, 1325
Weekes v. Gallard	1842	Welman v. Welman [1436], 1442	
— v. King	526	Welsh Flannel, &c. Co., <i>Re</i>	1182
Weeks v. Evans	1200	— v. Hole	932
— v. Stourton	69, 1657	Wenham, <i>Re</i> , Hunt v. Wenham 1224	
Wegmann v. Corcoran	552, 740	— Gas Co. v. Champion	
Weikersheim's Case	662, 1806	Gas Lamp Co. 552 <i>Add.</i> , 568 <i>Add.</i>	
Weir, <i>Re</i> , Hollingworth v. Wil-ling	1754	Wenlock (L.) v. River Dee	279,
— v. Barnett	1926	365, 366, 607, 1691, 1692	
— v. Bell	1925, 1935	Wenman v. Lyon Co.	1671
Weise v. Wardle	69	Wenmoth's Estate, <i>Re</i>	1324
Welch v. Chandler	[982]	Went, <i>Re</i> , <i>Exp.</i> Bayly	623
— v. Channell, <i>Re</i> Evans	856, 995	Wentworth v. Lloyd 260, 263, 747	
— v. Coll., <i>Re</i> Brace	1253	— v. Tubb	995, 1218
— v. Knott	543	Wesley v. Walker	1893
— v. Nat. Cycle Co.	1651	West, <i>Exp.</i> , <i>Re</i> Mount Morgan	
Welchman, <i>Re</i>	249	Gold Mine	1923, 1935
Weld, <i>Re</i>	873	— v. Dobb	470
Weldhen v. Scattergood	741	— v. Downman	1217, 1871
Weldon v. De Bathe	750	— v. Houghton	470
— v. Dicks	577	— v. Jones	1613
— v. Gounod	20, 652	— v. Laing	1247
— v. Maple, Deedale & Co.	741	— v. Morewood	504
— v. Neal	39, 94, 392, 751	— v. Shuttleworth	1102
— v. Winslow	750	— v. Swinburne	[701]
Welford v. Liddell	1165	— v. Turner, <i>Re</i> Kelly's Settle-	
Wellby v. Still 263 <i>Add.</i> , 407 <i>Add.</i>		ment	428
Wellcome, <i>Re</i> , <i>Re</i> Burroughs,		— v. West	265
Wellcome & Co.	1996	— v. White	325, 333
Weller v. Fitzhugh	1016	— v. Wythes, <i>Re</i> Wythes	
Welles v. Middleton 936, 937, 1947		1482 <i>Add.</i>	
Wellesley's Case	634	West African Tel. Co., <i>Re</i>	2070
Wellesley v. Beaufort (D.) 406, 408, 843, 854, 879, 899, 900		West Bank of Scotland v.	
— (L.) v. Mornington 421, 455, 633, 1467, 1741		Addie	332, 1935
— v. Wellesley 478, 479, 890, 1060, 1069		West Cumberland Iron Co. v.	
Wellington's Settled Estn's, &c., <i>Re</i>	[2031], 2082	Kenyon	513, 514
Wells, <i>Re</i> (8 Beav. 416) 236, [243], 247, 248		West Cumberland Steel Co., <i>Re</i>	2065,
— (31 L. T. N.S. 859)	1509, [1513]	433 <i>Add.</i>	
— , Hardisty v. Wells	1342	West Devon Great Consols Mine, <i>Re</i>	112, 740
— , Molony v. Brooks 620, 658, 659, 1204, 1286		West Ham Char., <i>Re</i> [1085], 1099	
		West India, &c. Co., <i>Ld.</i> and	
		Reduced	2067, 2068
		West India Co., <i>Re</i>	2070
		West Jewell Mining Co., <i>Re</i> [718]	
		West Lancashire Co., <i>Re</i>	657
		West London Comm. Bk., <i>Re</i>	1200
		West London Comm. Bk. v.	
		Kitson	1925
		West London Comm. Bk. v.	
		Reliance, &c. Bldg. Soc.	1635,
		[1745], 1756	
		West of England Bank, <i>Re</i> , <i>Exp.</i>	
		Booker	607, 1020

	PAGE		PAGE
West of England Bank, <i>Re, Exp.</i>		Weston v. Wootball	1774
Hatchor	755	Westover v. Chapman	985, 988, 996
West of England Bank v. Bachelor	922	Westwood, <i>Re</i>	860, 1043
West of England Bank v. Canton Co.	67	Wetenhall v. Dennis	1233, 1265, 1266
West of England Bank v. Nickolls	1637	Wetherall, <i>Exp.</i>	1703
West of England Co. v. Murch	1006, 1020, 1021	— v. Collins	1619
West Riding Bldg. Soc., <i>Re</i>	1766, 1770, 1771	Wethered v. Cox	155, [215], 1582
West Riding Bldg. Soc., <i>Re, Exp.</i> Pullman	1766	Wetherhead, <i>Re</i> , Wetherhead v. Cavalier	[1244]
West Riding, &c. Ry., <i>Re</i>	201	Whaley v. Brancker	86, 503
Westacott v. Bevan	930, 931, 932	— v. Busfield, <i>Re</i> Busfield	17
— v. Culliford	1269	— v. Dawson	1569
Westall v. Bain	[1215]	Whaley Bridge Printing Co. v. Green	1942
— v. Sparrowell	[956]	Whalley, <i>Re</i>	236
Westbrook, <i>Re</i> (11 Eq. 252)	340	—, <i>Exp.</i> Warburg	16, 19, 20, 728
— (W. N. (73) 167)	1391	— v. Lanc. & Yorkshire Ry. Co.	514
— v. Blythe	1721	Wharam v. Broughton	395, 400, 403, [832], 1919
Westbury Sanitary Authority v. Meredith	8, 115	Wharton's Char., <i>Re</i> L.	[1107]
Westby v. Westby	[423]	Wharton, <i>Re</i>	842, 873
Westcomb v. Donen	883	— v. Barker	1328
Westcott, <i>Exp.</i>	1819	Whatton v. Cradock	1630
Westcynthus, <i>Re</i>	1974	Wheatcroft, <i>Re</i>	924
Western v. M'Dermott	466, 469, 488	Wheatley, <i>Re</i> , Smith v. Spence	768, 1342
Western Bank of Scotland v. Addie	1926, 1928	— v. Bastow	947, 948, 950
Western Suburban Bldg. Soc. v. Martin	361, 1768	— v. Silkstone & Haigh Moor Coal Co.	1692
Westerton v. Ennis, <i>Re</i> Ennis	[1243]	— v. Westm. &c. Co.	356, 466, 1837
Westfield's Char., <i>Re</i>	1106	Wheaton v. Graham	214, 1613
Westfield, <i>Re</i> , Reg. v. Manley Smith	2008	— v. Maple	350 <i>Add.</i>
Westhead v. Riley	[666], 668, 669	Wheeldon v. Burrows	494
— v. Sale	1056	Wheeler, <i>Re</i>	[904], 1046, 1047, 1219, 1616
Westlake, <i>Re, Exp.</i> Willoughby	925, 1711	— v. Gill	1205, 1232
Westly v. Westly	661	— v. Home	1157
Westmacott v. Robins	1879	— v. Howell	1204, 1351
Westmeath, <i>Re</i>	[890]	— v. Le Marchant	78, 79, 82
— v. Westmeath	815	— v. Sargeant	1946 <i>Add.</i>
Westminster, Dean, &c., of, <i>Re</i>	2033	— v. Smith	1142
Westminster Brymbo Co. v. Clayton	461, 462, 498, 514	— v. Tootel	[865]
Westminster, &c. Co. v. Clayton	64, 360	— v. Williams	[1409]
Westmore v. Emberley	[1727]	Wheelwright v. Walker	1505, 1510, 1513
Westmoreland Green and Blue Slate Co., <i>Re</i>	99 <i>Add.</i>	Whelan v. Palmer	1467, 1468
Westmoreland Green and Blue Slate Co., <i>Re</i> , Bland's Case	1941 <i>Add.</i>	Whetham, <i>Re</i> , Whetham v. Whetham	[1187]
Westmoreland Slate Co. v. Feilden	1201, 1720	— v. Davey	1637, [1698], 1820
Weston's Case	735, 1941	Whetstone v. Dewis	8, 1249, 1551
Weston v. Arnold	459	Whetwood Chemical Co. v. Hardman	467
— v. Clowes	1266	Whicker v. Hume	1145, 1147, 1196, 1269, 1336
— v. Collins	1847	Whiltshire v. Smith	1610
— v. Filer	1068	Whincup v. Hughes	857, 1218
— v. Levy	652	Whinney v. Schmidt	693
— v. Neal, <i>Re</i> Neal	117	Whistler, <i>Re</i>	1297, 1857
— v. Savage	1876	— v. Hancock	121, 729
		Whiston v. Rochester	1092

	PAGE		PAGE
Whitaker, <i>Re</i>	1202	White v. James	1379, [1760], 1761
—, Christian v. Whitaker	776, 1430	— v. King	983
—, Whitaker v. Whitaker	1376	— v. Lincoln (Lady).	236
— v. Barrett, <i>Re</i> Barrett 1185, 1189, 1205, 1285, 1286		— v. Lisle	323
— v. Feather	[323]	— v. Pearce	934
— v. Goodwin	[1458]	— v. Peto	365
— v. Kershaw, <i>Re</i> Kershaw	1396	— v. Phibbs	674
— v. Robinson, <i>Re</i> Whitaker	[696]	— v. St. Barbe	1468
— v. Rush	1162	— v. Simmons	1585, 1705
— v. Thurston	383	— v. Steinwacks	629
— v. Whitaker	1390	— v. Steward	1250
— v. Wright	1216	— v. White (4 Feb. 1828, B. 898)	617
Whitbread, <i>Exp.</i>	1703	— v. — (15 Eq. 247)	1441, [1912], 1916
— v. Jordan	1749	— v. — (9 Ves. 561)	1493
— v. Kingham	1344	— v. Witt	731, 1957
— v. Lyall	1646	— v. Wood	396
— v. Smith	1481, 1609	Whitehaven Banking Co. v. Reed	1691
Whitby's Trusts, <i>Re</i>	855	Whitehead, <i>Exp.</i>	760
Whitby v. Mitchell	1356, 1468	—, <i>Re</i> Whitehead 763	
Whitchurch v. Golding	1909	—, <i>Re</i> [948], 951	
Whitecombe, <i>Re</i>	238	—, Whitehead v. Edwards	1465
White's Mortgage, <i>Re</i>	1600	— v. Lynes	416, 679
— Trusts, <i>Re</i>	1091, 1143	— v. Whitehead 1367, 1483	
White, <i>Exp.</i> , <i>Re</i> Neville	1171	Whitehouse's Case, <i>Re</i> Russian Ironworks Co.	1935
—, <i>Re</i> (19 W. R. 39)	271	Whitehouse, <i>Exp.</i> , <i>Re</i> General Horticultural Co.	432
— (5 Ch. 698)	1040, 1047	Whitehouse v. Partridge	450, 451
—, Fitzsimon v. White	931, 933	Whiteley & Roberts, <i>Re</i>	359 Add.
—, Morley v. White	1822	—, <i>Re</i>	359
—, White v. White	1343, 1140 Add.	—, Learoyd v. Whiteley	975, 977
— & Hindle, <i>Re</i>	[1882]	— v. Learoyd	667, 669
—, In the Goods of	1366	Whiteman v. Hawkins	944
— v. Barker	1805	White Rose, T. M., <i>Re</i>	1994
— v. Barton	1261	Whitfield, <i>Exp.</i>	844
— v. Baugh	679	—, Incumbent of, <i>Re</i>	2026, 2040
— v. Bishop of Peterborough	1615	— v. Bewit	479, 481
— v. Bobby	1837, 1848	— v. Fausset	1909, 1910
— v. British Empire Co.	1668	— v. Lequentre	313
— v. Bromige	[116, 120]	— v. Prickett	428
— v. Carmarthen Ry. Co.	1692	— v. Roberts [1589], 1592, 1650	
— v. City of Lond. Brewery Co.	1608, 1634	Whitford v. Steele	[302]
— v. Cohen	614, 712 Add.	Whiting v. Bassett	98
— v. Coram	[285]	— v. Burke	1784, 1785
— v. Cordwell, <i>Re</i> Cordwell's Estate	801, 804, 1389	— v. Loomes	140, 1874
— v. Cox	135, 837	Whitley Partners, <i>Re</i> , Steel's Case.	140
— v. Coxe	895	— v. Honeywell	15
— v. Damon	1834	— v. Law	1222
— v. Ellis, <i>Re</i> Wyall	1749	Whitmarsh v. Robertson	997
— v. Gudgeon	1213, 1300, 1615	Whitmore v. Mackeson	1924
— v. Hall	40	— v. Mason	1798, 1816, 1818
— v. Herrick	767, 788, 789, 902	— v. Oxborrow	1198, 1312
— v. Jackson	1269	— v. Turquand	1262
		Whitney v. Moigard	33

Table of Cases.

CCV

	PAGE
Whitney v. Smith	964, 987, 1004
	1251, 1665
Whittaker's Trusts, <i>Re</i>	1011
Whittaker, <i>Re</i>	1216
—, Whittaker v. Whit-	
— taker 1264, 1376, 1428	
— v. Fox	1847
— v. Howe	462, [584]
— v. Kershaw 740, 741, 751	
	752, 773
Whittemore v. Whittemore	1881
Whitten, <i>Re</i> , King v. Whitten	1355
Whitett v. Bush	1931
Whitting, <i>Re</i> , <i>Exp.</i> Rowell	141
Whittingham's Trusts, <i>Re</i>	[785]
Whittingham v. Cusack	75
— v. Gooding 1274, 1277	
— v. Wooler	576
Whittingstall v. Grover	1822
Whittington v. Gooding	107
Whittle v. Henning	789, 1253, 1254
Whitton v. Jennings	550
Whitwell v. Arthur	1808
— v. Wilson	768
Whitworth v. Gaugain	1719
— v. Whitworth	1185,
	1207
— v. Whyddon	661
Whorwood, <i>Re</i> , Ogle v. L. Sher-	
— borne	1370
Whyte v. Ahrens	37, 58, 1179
— v. Whyte	1351
Whytehead v. Boulton	1327
Wickenden v. Rayson	295, 1207
Wickens' Trusts	134
Wickens v. Townshend	655
Wickham, <i>Re</i> , Marony v. Taylor	117
— v. Evered	1871
— v. Marq. of Bath [1128],	
	1138, 1148
— v. Nicholson	1591
— v. Wickham	481
Wicks v. Hunt	461
— v. Scrivens	1603, 1726
— v. Wicks	106
Wicksteed v. Biggs	261, 263
Widdow, <i>Re</i>	1392
Widdowson v. Duck	1005
Widgery v. Tepper	427, 1201, 1720
Wiedeman v. Walpole	64, 65, 71
Wield's Patent	1986
Wier v. Tucker	77
Wigan Glebe Act, <i>Re</i>	2027
Wigg v. Nicholl	1146, 1147
Wiggaston Hospital, <i>Re</i>	359
Wiggins v. Horlock	1464
— v. Peppin	236, 915
Wigham v. Measor	1592
Wight's Trusts, <i>Re</i>	1747, 1753, 2027
Wight v. Shaw	219
Wiglesworth v. Wiglesworth	977
Wignall v. Park, <i>Re</i> Parker	1144
Wigney v. Wigney	817, 818, 1754
Wigram v. Fryer	604, 2006

	PAGE
Wiggell v. School for Indigent	
— Blind	1849
Wilberforce v. Hearfield	1574
Wilbraham v. Livesey	1857, 1892
— v. Scarisbrick	1461
Wilcock, <i>Re</i>	1514
Wilcocks v. Butcher	1422
Wilcox v. Redhead	1839
— v. Smith	206
Wilcoxon, <i>Re</i> , <i>Exp.</i> Andrews	1819
— Griffith	1958
— v. Mackenzie	1743
Wild v. Lockhart	1615
— v. Wells	808
Wilday v. Bennett	1253
Wilde v. Gibson	1928
— v. Milne	1809
— v. Walford, <i>Re</i> Harrauld	228,
	933
Wilder v. Pigott	763
Wildes v. Dudlow	986, 1287
Wilding v. Andrews	304
— v. Bean	16
— v. Bolder	1080
— v. Landor	1267
Wildridge v. M'Kane	680
Wildy v. Mid Hants Ry. Co.	
	663 <i>Add.</i>
Wiles v. Cooper	661, 993
— v. Gresham	960
Wilkes' Estate, <i>Re</i>	2031, 2032
Wilkes, <i>Re</i>	1092
— v. Saunion	1638, 1640
Wilkins, <i>Re</i> , Wilkins v. Rother-	
— ham	1266, 1384
— v. Aikin	576, 579
— v. Fry	1705
— v. Hogg	959
— v. Jodrell	1376
— v. Mayor of Birming-	
— ham	2006
— v. Stevens	965
Wilkinson's Estate, <i>Re</i>	1471, 1472,
	2014
Wilkinson, <i>Exp.</i> , <i>Re</i> Berrey	1675
—, <i>Exp.</i>	1381, 2032
—, <i>Re</i> (9 Eq. 71)	340
— (10 Ch. 73)	182, 421
— (2 Coll. 92)	247
— (1 C. M. & R. 142)	1094
— (4 Ch. 587)	1253
— (16 W. R. 537)	2039
— v. Alston	1173
— v. Barber	1142, 1146,
	1148
— v. Bewick	[686], 964
— v. Bewicke	637
— v. Castle	1558
— v. Charlesworth	802,
	1650
— v. Clements	1848, 1890
— v. Colley	675
— v. Dent	1342

	PAGE		PAGE
Wilkinson v. Duncan	. 1356, 1419, 1421	Williams, <i>Re</i> (59 L. T. N. S. 310)	. 782
— v. Gibson	. 818	— (2 Beav. 510)	. 943
— v. Griffith	. 542 <i>Add.</i>	— and Stepney	354, 360
— v. Hartley	. 1876	—, Davies v. Wil-	
— v. Henderson	. 1822	— liams	. 1223
— v. Hull, &c. Ry. Co.	604, 608	—, Foulkes v. Wil-	
— v. Joberns	1543, 1553, 1558	— liams	. 1253
— v. Jouglim	. 901	—, Jones v. Wil-	
— v. L'Eaugier	. 617	— liams	1200, 1234, 1236
— v. Lindgren	. 1139	—, Morgan v. Wil-	
— v. Nelson	. 1440	— liams	. 1316
— v. Rogers	. 466, 471	—, Spencer v. Brig-	
— v. Schneider	. 781, 793	— house	. 1249
— v. Smart	. 236, 240	—, Williams v. Wil-	
— v. Stretton	. 419	— liams	. 1201
— v. Unwin	. 1785	— v. Allen, [178], 224, [323],	
— v. Walker	. [1588]	—	979, 1192
Wilks v. Bannister	. 1326	— v. Arkle	. 1353, 1354
— v. Davis	. 1841	— v. A. G.	. 637
— v. Groom	. 964, 1048	— v. Aylesbury, &c. Ry.	610, 1902, [1903], 2027
Willan, <i>Re</i>	. 1048, 1055	— v. Aylesbury & Buck-	
— v. Lancaster	. 1204	— ingham Ry. Co.	. 1905, 2027
Willatt v. Hooper	. [1316]	— v. Bagnall	. 501
Willatts v. Busby	. 1861	— v. Bailly	. 777, 814, 815
— v. Cay	. 788	— v. Bolland	. 711
Willcock v. Terrell	. 393, 396, 665	— v. Bolton (D.)	. 481
Willcocks v. Butcher	. 1379	— v. Brisco	. [24], 25, 1841, 1847
— v. Doughty	. 1197 <i>Add.</i>	— v. Carmarthen, &c. Ry.	167
Willes v. Greenhill	. 961, 979	— v. Chitty	. 1203, [1349]
— v. Middleton	. 938	— v. Colonial Bank	. 617, 1667, 1752
Willesford v. Watson	. 355, 356, 1812	— v. Cooke	. 790
Willett & Argenti, <i>Re</i>	. 1874, 1885	— v. Day	. 477, 1636
— v. Blandford	[1815], 1818, 1827, 1830	— v. De Boinville	. 344, 345, 724
— v. Finlay	980, 1368, 1368 <i>Add.</i>	— v. E. of Jersey	. 1848
Willoy, <i>Re</i>	. 1024, 1042	— v. East London Ry.	
William of Kyngeston, <i>Re</i>	. 1111, 1112	— Co.	. 1867, 1873
William Symington, <i>The</i>	. 226	— v. Evans	. 1683, 1840
Williames, <i>Re</i> , Andrew v. Wil-		— v. Fowler	. 1201, 1204
— liames	. 480, 1217, 1225, 1366, 1480	— v. Frere, <i>Re</i> Smith	. 63
Williams' Estate, <i>Re</i>	. 1287, 2046	— v. Games	. 1554
—, Williams v.		— v. Glenton	. 305, 1870
—, Williams	. 1721	— v. Griffiths	. 1165
— Trusts, <i>Re</i>	. 1045, 1055	— v. Gwyn	. 808
Williams, <i>Exp.</i>	. 854, 1630, 1940	— v. Hayward	. 1769
—, <i>Exp.</i> , <i>Re</i> Raggett	. 1737, 1738	— v. Headland	. 1284, 1396
—, <i>Re</i> , <i>Exp.</i> Love	. 249 <i>Add.</i>	— v. Hopkins, <i>Re</i> Hop-	
—, <i>Exp.</i> Pearce	. 1679	— kins	. 1212
— (7 Jur. N. S. 323)	. 68	— v. James	. 508
— (5 D. & S. 515)	. 307, 1043, 1054	— v. Jenkins, <i>Re</i> Price	. 993, 1268, 1270, 1407
— (15 Beav. 417)	. 237	— v. Jenkins	. 1508 <i>Add.</i>
— (4 K. & J. 87)	. 1013	— v. Jersey (E.)	. 526 <i>Add.</i>
— (V.-C. B. 11 Mar. 1876)	. 1015	— v. Jones	. 723, 1916
— (36 Ch. D. 231)	. 1078	— v. Jordan	. 1838
— (3 D. F. & G. 104)	. 925, 1048	— v. Kershaw	. [1130, 1132], 1146, 1147, [1292, 1304]
— (6 Jur. N. S. 1064)	. 904, 1452, 1453	— v. Lomas	. 965

Table of Cases.

ccvii

	PAGE
Williams v. Mayne . . .	763
— v. Mercia . . .	1429
— v. Mitchell, <i>Re</i> Byron's Settlement . . .	1253
— v. Nixon . . .	963
— v. Nye . . .	550 <i>Add.</i>
— v. Owen . . .	1583, 1792
— v. Page . . .	1178
— v. Peel/River Co. . .	656
— v. Phillips . . .	518
— v. Piggott . . .	937
— v. Powell . . .	988
— v. Preston . . .	915
— v. Price . . .	1634
— v. P. of W. Ins. Co. 67, 71, 585	
— v. Raggett . . .	500, 504
— v. Rawlinson . . .	1782
— v. Robbins . . .	466
— v. Roberts . . .	1354
— v. Roker . . .	1068
— v. Ryley . . .	[1169]
— v. Spargo . . .	1893
— v. Swansea Canal Co. . .	262
— v. Teale . . .	1448
— v. Thomas . . .	1270, 1710
— v. Thorpe . . .	1668
— v. Trench, <i>Re</i> Edwards 1180, 1182 <i>Add.</i>	
— v. Trye . . .	84
— v. Vane . . .	13
— v. Walker . . .	790
— v. Ware . . .	200, 274
— v. Wentworth . . .	1218
— v. Wight . . .	993
— v. Williams (L. R. 1 P. & M. 178) 814	
— v. — (17 Ch.D. 437) . 945, 1749, 1750	
— v. — (L.J.J. 23 Ap. 1853, B. 729) . [983]	
— v. — (33 Beav. 306) . . .	1200
— v. — (20 Ch.D. 659) . . .	1277
— v. — (2 Ch. 294) 1431	
— v. Wood 294, 1843, 1854	
Williamson, <i>Exp.</i> The Nat. Perm. & C. Soc. . 1769	
— v. Barbour . . .	90, 1178
— v. Burrage . . .	1582
— v. Gordon . . .	830
— v. Jeffreys . . .	1158, 1730
— v. L. & N. W. Ry. Co. . . .	34
— v. Nelson . . .	1442
— v. N. Stafford. Ry. Co. . . .	223
— v. Williamson . . .	[1215], 1892
Willis, <i>Re</i> , <i>Exp.</i> Kennedy . 1631, 1672	

	PAGE
Willis, Percival & Co., <i>Re</i> . 1160, 1161	
— v. Baddeley . . .	60 <i>Add.</i>
— v. Beauchamp (E.) . 35, 117,	
— v. Childe . . .	1092
— v. Howe (E.) . . .	35 <i>Add.</i> , 117 <i>Add.</i>
— v. —, <i>Re</i> Jennens 1223	
— v. Jernegan . . .	1177
— v. Kibble . . .	998
— v. Newham . . .	1165
— v. Parkinson . . .	167
— v. Watney . . .	1684, 1978
— v. Wells 361 <i>Add.</i> , 593 <i>Add.</i>	
— v. Willis (34 Beav. 340) 809, 1555	
— v. — (38 W.R.7) 296 <i>Add.</i> , 1538, 1551	
— v. — (17 Sim. 218) . 1787	
Willmott v. Barber . 221, 227, 1845, 1848, 1914	
— v. Freehold House Property Co. . . .	21
— v. Jenkins . . .	1255
— v. London Celluloid Co. . . .	1692, 1958
— v. Ogilby . . .	165
Willcock v. Noble . . .	781, 782
Willoughby, <i>Exp.</i> , <i>Re</i> Westlake 925, 1711	
—, <i>Re</i> (30 Ch. Div. 324) [838], 845, 846, 885	
— v. Hicks . . .	489
— v. Middleton . . .	763, 1430
— v. Sanders . . .	[285]
— v. Willoughby . . .	1747, 1756
Willoughby Osborne v. Holy-oake . . .	782, 1253
Wills' Trusts, <i>Re</i> . . .	262
Wills T. M., <i>Re</i> . 2001, 2003, 78 <i>Add.</i>	
— v. Bourne . . .	1147
— v. Luff . . .	651, 661, 669, 1657, 1705
Willson v. Leonard . . .	1199, 1204
Willway's Trusts, <i>Re</i> [1471], 1471	
Willyams v. Matthews, Matthews v. Matthews . . .	701
Wilmer v. Currey . . .	1218, 1818
— v. Kidd . . .	637
Wilmot v. Warren . . .	[1486]
Wilmott v. Barber . 459, 469, 1924	
— v. Freehold House & Co. . . .	8, 28
Wilson's Case . . .	838
— Estate, <i>Re</i> . . .	2080
— (Sir T. M.) Estate, <i>Re</i> . 2079	
Wilson, <i>Exp.</i> . . .	1633
—, <i>Re</i> (29 Ch. Div. 790) . 269	
— (12 May, 1814) . . .	890
— (14 W. R. 161) . . .	1015
— (31 Ch. Div. 522) . 1055, 1081	
— (11 Beav. 594) . . .	1113

	PAGE		PAGE
Wilson, <i>Re</i> (1 Eq. 247) . . .	1338	Wilson v. Thornbury 70, 73, 135, 1344	
———, A. G. v. Woodall . . .	21,	——— v. Todd . . .	1277
———, 131, 279		——— v. Townsend . . .	1342
———, Alexander v. Calder		——— v. Turner . . .	853, 856
———, 1246		——— v. Union Oil Mills Co. . .	
———, Parker v. Winder . . .	1344	——— 550 <i>Add.</i>	
———, Pennington v. Payne		——— v. Waddell . . .	514
———, 1297, 1298		——— v. West Hartlepool Co. . .	744,
———, Wilson v. Altree . . .	223,	——— 1840, 1846	
———, 700		——— v. Williams . . .	1809
———, Wilson v. Holloway		——— v. Wilson (1 H. L. C.	
———, 1831 <i>Add.</i>		——— 538) . . .	814, 1836
——— v. Angus . . .	380	——— v. ——— (2 Ke. 249) . . .	661
——— v. Balcarres, &c. Co. 42 <i>Add.</i> ,		——— v. ——— (1 Sim. N. S.	
———, 43 <i>Add.</i>		——— 288) . . .	1462
——— v. Barnes . . .	1139	——— v. ——— (14 Sim. 805) [813]	
——— v. Bennett . . .	960	——— v. ——— (32 W.R. 282) . . .	90
——— v. Birchall, <i>Re</i> Birchall . . .	112,	——— v. Wright . . .	[1534]
———, 834, 1006		Wilton v. Brignell . . .	60
——— v. Bury (L.) . . .	969	——— v. Colvil . . .	1429
——— v. Church . . .	42, 59, 623,	——— v. Hill . . .	790
———, 743, 745, 746, 1915		Wilts & Berks Canal Co. v.	
——— v. Clapham . . .	1870	——— Swindon W. W. Co. . .	73, [511]
——— v. Cluer . . .	1614, 1637	Wilts & Somerset Ry. Co., <i>Re</i> ,	
——— v. Coles . . .	1307	——— <i>Exp.</i> Brewer . . .	843
——— v. Colson . . .	631	Wilts, &c. Ry. Co., <i>Exp.</i> R. of	
——— v. Compton . . .	136	——— Maiden Newton . . .	2018
——— v. Coxwell 1285, 1286, 1287		Wiltshire, <i>Re</i> . . .	1248
——— v. De Coulon . . .	96	——— v. Marshall . . .	265
——— v. Dundas . . .	433	Wimbledon Conservators v.	
——— v. Dunsany . . .	1201, 1338	——— Dixon . . .	507
——— v. Ferrand . . .	626	——— L. Board v. Croydon	
——— v. Ford . . .	779	——— Sanitary Authority . . .	459, 629
——— v. Foster . . .	2041, 2042	Wimby v. Manchester Steam	
——— v. Furness Ry. Co. . .	1836	——— Tram. Co. . .	550 <i>Add.</i>
——— v. Gann . . .	94, 560	Winan's Patent . . .	1986
——— v. Glossop . . .	779	Winch v. Birkenhead Ry. . .	603, 610
——— v. Greenwood 295, 646, 662		Winchelsea's (E.) Policy Trusts,	
——— v. Hart . . .	465, 469	——— <i>Re</i> . . .	994, 1710
——— v. Hill . . .	1006	Winchelsea v. Garetyy . . .	994 <i>Add.</i> ,
——— v. Johnstone. [1803], 1810		——— 1294	
——— v. Kirkwood . . .	1679	Winchester (Bp.), <i>Exp.</i> . . .	2033
——— v. Lloyd . . .	1790, 1823	——— v. Bowker . . .	68
——— v. Maddison . . .	1264	——— v. Fournier . . .	1919
——— v. Motcalfe . . .	317, 395, 1621,	——— v. Knight . . .	479
———, 1638		——— v. Mid Hants	
——— v. Moore . . .	964	——— Ry. Co. . .	1905
——— v. Morley . . .	1367	——— v. Paine . . .	1657
——— v. Northampton, &c. Ry. . .	73,	Winder, <i>Exp.</i> . . .	2029, 2043
———, 78, 80, 459, 467, 1834,		Windham v. Bainton . . .	261
———, 1836, 1848		——— v. Guibilei . . .	647
——— v. O'Donovan . . .	[583]	Windhill L. Board v. Vint 469, 1842	
——— v. O'Leary . . .	203, 1325, 1351	Windle v. Brass . . .	483
——— v. Penke . . .	989	Windsor, &c. Ry. Co., <i>Re</i> . . .	2039
——— v. Queen's Club Co. . .	494,	——— & Annapolis Ry. Co. v.	
———, 1632		——— Reg. . . .	349
——— v. Raffalovich . . .	65	——— v. Cross . . .	[1458]
——— v. Redhead . . .	1839	Windus v. Windus . . .	1349
——— v. Round . . .	932, 934	Winehouse v. Winehouse, <i>Re</i>	
——— v. Short . . .	1928	——— Maggi . . .	1201, 1721
——— v. Smith . . .	740, 741	Wing v. Angrave . . .	1392
——— v. Squire . . .	1267	——— v. Tottenham & Hamp-	
——— v. Thomas . . .	1146	——— stead Ry. Co. . .	1902, 1904, 1905,
——— v. Thomson . . .	222, 1867, 1876		2035

	PAGE
Wing v. Wing . . .	1327
Wingfield v. Wingfield . . .	1326
Wingrove v. Thompson . . .	110
— v. Wingrove . . .	1945
Winkworth v. Winkworth [955],	1264
Winn, <i>Re</i> , Reed v. Winn . . .	777
— v. Bull . . .	1839
Winnall v. Browne . . .	24
Winniffrith v. Card . . .	302
Winpenny v. Courtney . . .	1158
Winscom, <i>Re</i> . . .	884
Winslow, <i>Re</i> , Frere v. Winslow	967,
	1267, 1397
Winstanley's Settlement, <i>Re</i> . . .	200
Winter, <i>Re</i> . . .	[125]
— v. Easum . . .	762
— v. Innes . . .	1823
Winterbottom, <i>Re</i> . . .	[247]
Winterfield v. Bradnum . . .	28
Winterringham, <i>Re</i> . . .	1041
Wintle, <i>Re</i> . . .	137
— v. Bristol & S. W. Ry. . .	459
Winton (Bp.) v. Beavor . . .	830
— v. Newland . [1564, 1572],	1574
Wintour v. Clifton . . .	1344
Wirth's Patent, <i>Re</i> . . .	1982
Wirth, <i>Re</i> . . .	1980
Wisdon v. Wisdon . . .	1204, 1268
Wise, <i>Re</i> . . .	1055
—, <i>Exp.</i> Mercer . . .	1955
— v. Piper . . .	1450
Wiseman v. Vandeputt . . .	1974
Wisewold, <i>Re</i> . . .	271
Withall, <i>Re</i> . . .	269
— v. Nixon . [1576, 1654],	1655, 1658
Witham v. Vane . . .	21
Wither v. D. & C. Winchester .	483
Witherby v. Rackham . . .	790
Witherington v. Tate . . .	1584
Withernsea Brick Works, <i>Re</i> . .	1212
Withey v. Haigh . . .	347
Withington v. Neumann, <i>Re</i>	Marsden .
— v. Withington .	266
	1023,
	1078
Withington District Local Board	
— v. Manchester Corp. . .	526 Add.
Withy v. Cottle . . .	1835, 1847
— v. Mangles . . .	1327
Witt v. Ames . . .	919
— v. Banner . . .	1677
— v. Corcoran . . .	355, 387, 406,
	584, 590, [631], 633, 723, 1796,
	1798
Witted v. Galbraith . . .	18 Add.
Witten, <i>Re</i> . . .	[877], 885
Witter v. Witter . . .	869
Wittman v. Oppenheim . . .	219, 455
Witts v. Young . . .	1592
Witty v. Marshall . . .	887, 888
Wolff, <i>Re</i> . . .	2036

	PAGE
Wolff v. Vanderzoe . [1626],	1635,
	1640
Wollaston, <i>Re</i> . . .	781
— v. Berkeley . . .	1392
— v. King . . .	1343, 1356
— v. Tribe . . .	1431, 1435, 1960
— v. Wollaston . . .	1267, 1380
Wolley v. N. L. Ry. . .	82
Wolmershausen v. Gullick .	1784,
	1784 Add., 1786 Add.
— v. O'Connor . . .	464
— v. Wolmershausen & Co., Ltd. . .	539 Add.
Wolterbeck v. Barrow . . .	1442
Wolverhampton &c. Banking	
Co., <i>Exp.</i> . . .	966, 1926
Wolverhampton &c. Banking	
Co. v. Bond . . .	9
Wolverhampton &c. Banking	
Co. v. George . . .	[828], 832
— &c. Ry. v. L. &	
N. W. Ry . . .	609
— Waterworks v.	
	Hawkesford. 519
Wombwell v. Barnsley Corp. .	2008
— v. Bellasyse . . .	333, 473,
	[474], 479
Womersley, <i>Re</i> , Etheridge v.	
Womersley . . .	428, 668, 705, 1201
Wonham v. Machin . . .	306, 1615
Wontner v. Wright . . .	1911
Wood's Estate . . .	780, 1492, 1494
—, <i>Re</i> , <i>Exp.</i> Com-	
missioners of Works . . .	2046
Wood, <i>Re</i> (3 My. & C. 266) . .	1499
— (11 Feb. 1885, B. 149) . .	1315
— (4 Dec. 1857, Reg.	
Min. f. 117) . . .	203
— (7 Jur. N. S. 323) . . .	1055
— (3 D. F. & J. 125) . . .	1045
— (21 W. R. 104) . . .	112
— (10 June, 1847) [859],	859
—, <i>Exp.</i> Hall . . .	456
—, Brooking v. Brook-	
ing . . .	[900]
—, Davidson v. Wood . . .	1218
—, Ward v. Wood . . .	1265
—, Wood v. Hooper . . .	769
—, — v. Lambert . . .	1994,
	1999, 2002
— & Ivery, Limited v. Ham-	
blet . . .	145, 325
— v. Anderston Foundry Co. .	16
— v. Aylward . . .	1839
— v. Beestlestone. . .	1042, 1050,
	1054, 1068
— v. Boosey . . .	578, 581
— v. Calvert . . .	269, 992, 996
— v. Chart . . .	579
— v. Cotton, <i>Re</i> Cotton . . .	1253
— v. Dixie . . .	1676
— v. Douglas, <i>Re</i> Douglas .	1328

	PAGE		PAGE
Wood v. Downes	938, 939, 1947	Woodmeston v. Walker	1377
— v. Dunn	434	Woodroffe v. Daniel	70
— v. Gregory	1538, 1535, 1556	Woodruffe v. Brecon Ry. Co.	462, [485]
— v. Harpur	97	Woods, <i>Re</i>	463, 1015
— v. Harrogate Commrs.	530	— v. Cock, <i>Re</i> Flamank	777
— v. Headingley	1975	— v. Creaghe	681
— v. Hitchings	655	— v. Greenwell, <i>Re</i> Mur-	
— v. Jones	944, 1223	— ray	1189
— v. Killeen	[1653]	— v. Sowerby	1189
— v. Lillies. 357 <i>Add.</i> , 592 <i>Add.</i>		— v. Westall	1190
— v. Lindsay	681	— v. Woods	226
— v. Lyne	441	Woodstock v. Oxford Ry. Co.	347
— v. Mackinlay	306	Woodward v. Dowse	808
— v. Madras Canal Co.	730	— v. Goulstone	135
— v. McCarthy	108 <i>Add.</i>	— v. Haseltine, <i>Re</i>	
— v. Midgley	1839	— Haseltine	1674
— v. Miles	526	— v. Humpage	939
— v. Murton	1636	— v. King	456, 632
— v. Odessa Waterworks		— v. Pratt	793
— Co.	605	— v. Sansum	552
— v. Ordish	1407	Woof v. Barron	[1698], 1705
— v. Penoyre	1264	Woolacott v. Sennett	[1628]
— v. Robson	1811	Woolcott v. Peggie	1856
— v. Rowcliffe	1667	Wooldridge v. Norris	1189, 1781
— v. Saunders	508	Woolf v. Pemberton.	826
— v. Scarth	1840	Woolford's Trustee v. Levy 377 <i>Add.</i>	
— v. Scoles	1806, 1811	Woolam v. Hearn	1840
— v. Silcock	1836, 1849	— v. Ratcliff	542
— v. Surr	1657	Woolley, <i>Re</i>	2040
— v. Sutcliffe	459	— Coal Co., <i>Re</i>	2072
— v. Thomas, <i>Re</i> Thomas	1417, 1418, 1419	— v. Broad	560 <i>Add.</i> , 590 <i>Add.</i>
— v. Vincent	421	— v. Colman	264, 292, 294, 1271, 1592, 1593
— v. Weightman.	1190, 1216, 1397	— v. Thorniley, <i>Re</i>	
— v. Wheeler	1658	— Thorniley	34, 457
— v. White	1841, 1852	Woolmore v. Burrows	478
— v. Wood, Markwell's Case	1397	Woolridge v. Woolridge	1343
— v. — (10 Eq. 193, 207)	629	Woolscombe, <i>Re</i>	842
— v. — (9 Ex. 190).	593, 1807	Woolstencroft v. Woolstencroft	1295
— v. — (19 W. R. 1049)	764	Wootton's Estate, <i>Re</i>	1526, 2032
— v. — (5 Ha. 229)	993	Worcester & Co. v. Blick, <i>Re</i>	
Woodall, <i>Re</i>	792	— Pumfrey	994
Woodard, <i>Re</i>	234, 1015	— Charity, <i>Re</i>	1100
Woodburn's Trust, <i>Re</i>	2039	Wordsworth v. Darrell [1373, 1383]	
Woodburn, <i>Re</i>	1056	— v. Dayrell	787, 788
— v. Grant	135	Working Men's Mutual Society	
Woodcock v. O. W. & W. Ry.		— Ltd., <i>Re</i>	93, 265
— Co.	1788	Worley v. Frampton	1873
Wooderson v. Raphael	582	Wormald, <i>Re</i> , Frank v. Muzeen	769
Woodfall v. Arbuthnot	1077	— v. Maitland	1753
Woodfin and Wray, <i>Re</i>	271, 633	— v. Muzeen	1380
Woodford v. Brooking	1593	Worman v. Worman	976, 1004, 1007
Woodgate, <i>Re</i>	1077	Worms v. De Valder	626
— v. Field. 334, 1198, 1253		— v. Smith	455
— v. Godfrey	1670	Wormsley, <i>Re</i> , Hill v. Worms-	
— v. Kinliside	[1497]	— ley	1295
Woodham, <i>Re</i> , <i>Exp.</i> Conder	377	— v. Sturt	1158
Woodhead v. Turner	[1281]	Worraker v. Pryer	108, 1189
Woodhouse v. Walker	480, 1480	Worrall, <i>Re</i> , Gurney v. Clare	1548
— v. Woodhouse	981, 1192, 1225	— v. Johnson	922
Woodhouselee v. Dalrymple	1391		
Woodman v. Higgins	1909, 1910		

	PAGE		PAGE
Worswick, <i>Re</i> , Robson v. Worswick	81	Wright v. Pitt	64
Worth, <i>Re</i>	221, 242	— v. Redgrave	448, 623
Wortham, <i>Exp.</i>	943	— v. Robotham	75, 1482
— v. Dacre (L.)	1876	— v. Rose	1307
— v. Pemberton	802	— v. Rutter	788
Worthington's T. M., <i>Re</i>	543	— v. Simpson	626
Worthington, <i>Re</i> [786], 790, 2028		— v. Snowe	836
— & Co., <i>Re</i>	1997	— v. Stanfield	1753
— v. Curtis	967	— v. Swindon & Co. Ry. . . .	104,
— v. M'Craer	856	—	106, 120
— v. Moore	138	— v. Tanner	1802
Wortley, <i>Re</i> , Culley v. Wortley [41]		— v. Tuckett	1483
— v. Birkhead	1756	— v. Tugwell, <i>Re</i> Robinson	1141
Wotherspoon v. Currie	537, 542,	— v. Vanderplank	1946, 1947
	545	— v. Vernon	75, 652
Wragg's T. M., <i>Re</i>	542	— v. Warren	1367, 1368
Wragg, <i>Re</i> (1 D. J. & S. 356) . .	1054	— v. Wilkins	99
— (29 Ch. D. 551) 1990, 1998,		— v. Woods, <i>Re</i> Harvey	1266
—	1999	— v. Wright (5 Sim. 449) . .	328
— v. Morley	1271	— v. — (16 Ves. 188)	1307
Wray, <i>Re</i>	378, 388, 946	Wrightson v. Bryant	[973]
— v. Hutchinson	1808	Wrigley v. Sykes	1203, 1204, 1296
— v. Kemp	914, 915, 916	Wrixon v. Vize	1605, 1607, 1609
Wreford, <i>Exp.</i> , <i>Re</i> Ashby	1956	Wroughton, <i>Re</i> , Montague v. Festing	887
Wren v. Weild	553	— v. Colquhoun 1266, 1377,	
Wrench v. Wynne	421	— 1377 <i>Add.</i> , 1380, 1384	
Wrexham (M. of) v. Tamplin . .	1139	Wück, <i>Re</i> , Smithers v. Pocock . .	1245
Wrey, <i>Re</i>	2015	Wulff v. Jay	1790
— v. Smith	1413, 1419	Wyatt, <i>Re</i> , White v. Ellis . . .	1749
Wride v. Clarke 1203, 1214, [1301],		— v. Barwell	1753
— 1403, 1406, 1407		— v. Cooke	1948, 1951
Wright's Trusts, <i>Re</i> 1526, 2016, 2028		— v. Harrison	500
Wright, <i>Exp.</i>	1703	— v. Sherratt	962, 978
—, <i>Re</i> (12 C. B. N. S. 705) . . .	943	Wyche, <i>Re</i>	997
— (3 K. & J. 419)	1013	Wycherley v. Barnard	1796
— (2 K. & J. 595) 1278, 1285,		— v. Wycherley	1431
—	1337	Wycombe Ry. Co., Donnington Hospital	1841, 1845
— v. Atkyns	1557	Wye Valley Ry. Co. v. Hawes . .	21,
— v. Bond	1851, 1859	—	1779
— v. Castle	915	Wyersdale Sch., <i>Re</i>	1095
— v. Cattell	691	Wyeth v. Hill	[983]
— v. Chard	229, 738	Wylde v. Ward	134
— v. Commrs. of Inland Revenue . .	140	Wylde, <i>Re</i>	182
— v. Davies	1217	— v. Radford	1712
— v. Deeley	1768	Wylesworth v. Wylesworth . .	962
— v. Dryden	[331]	Wyllie v. Pollen	1750
— v. Goff	1442, 1915	Wylly, <i>Re</i>	1016
— v. Hitchcock	550, 552	Wylson v. Dunn 1838, 1839, 1840,	
— v. Horton	1690	— 1842, 1858	
— v. Howard	1847	Wyman v. Carter	1857
— v. Kirby	1213, 1615	— v. Knight	307, [376],
— v. Lambert	1419, 1421	— 380, 381, 674, 1810	
— v. Larmuth	1220	Wymer v. Dodds	43, 104, 222
— v. Lukes	1262	Wynch, <i>Re</i>	1421
— v. Maidstone (L.)	1909	— v. Grant	967
— v. Marshall	1467, 1500	Wyndham's Estate Act, <i>Re</i> . .	2078
— v. M'Guffie	328	— Trusts, <i>Re</i>	1429
— v. Mills	83	Wyndham v. Ennismore (L.) . .	856,
— v. Monarch Invest. Soc. 361,		—	883, 888
—	1768	Wynn's Estate	1472
— v. Morley	803, 1782	Wynn Hall Coal Co., <i>Re</i> . . .	1690
— v. Mudie	1161		

	PAGE		PAGE
Wynn v. Morgan	1858	York Glass Co., Ltd. and Re-	
Wynne's Devised Estate	1471	duced, <i>Re</i> [2065]	
Wynne v. Fisher	839	— (Mayor of) v. Pilkington 335, 516	
— v. Hughes	705	— and N. Mid. Ry. Co. v.	
— v. Humberston . 67, 80, 81		Hudson	1172
— v. Newborough (L.)	675	— v. Pole	1068
— v. Ogilvie	1564	York Street Flax Spinning Co.,	
— v. Price	1968	<i>Re</i>	2069
— v. Styan	334, 1602	York Union Bk. Co. v. Artley .	1591,
Wynter v. Bold	1461	1705	
Wyrley Canal Co. v. Bradley . .	502	Yorkshire Banking Co. v. Mal-	
Wyse v. Russell	1838	lam	660, 674, 1629
Wythe v. Henniker	1293	Yorkshire Tannery v. Eglington	
Wythes, <i>Re</i> , West v. Wythes . .		Chemical Co.	18
	1482 <i>Add.</i>	Yorkshire Waggon Co. v.	
— v. Labouchere	1787	Maclure	607, 1691
— v. Lee	1710, 1874	— Waggon Co. v.	
		Newport Coal Co.	220
		Yonde v. Cloud	960
		Youl, <i>Re</i>	201, 341
		Young, <i>Exp.</i>	884
		—, <i>Re</i> Kitchin	1786
		— Quartz Hill &c.	
		Co.	93
		—, <i>Re</i>	[879, 1714]
		—, Tyre v. Sullivan 777, 781	
		— and Harston's Contract,	
		<i>Re</i> 305, 1870, [1884], 1885	
		— v. Brassey	7, 61, 458
		— v. Buckett	358
		— v. Cocker	832
		— v. Combe	987
		— v. Dallimore	[384]
		— v. Dendy	1199
		— v. English	922
		— v. Everest	1232
		— v. Fernie	557
		— v. Halahan	1914
		— v. Hodges	1254
		— v. Holloway, <i>Re</i> Hollo-	
		way	74
		— v. Jarvis [1581], 1644, 1645	
		— v. Mackintosh	1447, 1451
		— v. Macrae	541
		— v. Martin	1267
		— v. Smith	1430
		— v. Thomas	725 <i>Add.</i>
		— v. Wallingford	1925
		— v. Ward	1602
		— v. Waterpark	1461
		— v. Young	834, 1568, 1755
		Younge v. Duncombe	1871
		Younghusband v. Gisborne . .	427
		Younge, <i>Re</i> , Doggett v. Revett .	112,
		117, 727, 986, 1197, 1252	
		Ystalyfera Gas Co. <i>Re</i>	1712
		— Iron Co. v. Neath and	
		Brecon Ry. Co.	1835
		Z.	
		Zambaco v. Cassavetti 705, 706, 975,	
		1005	
		Zuocato v. Young	25

Y.

Yallop v. Holworthy	868
Yarborough, <i>Re</i> E.	[875]
Yare v. Harrison	1261
Yates, <i>Re</i>	705
—, Batchelor v. Yates	1636
	1671, 1683
— and Kollett's Patent	1986
— v. Cousins	1808
— v. Finn 1811, [1813, 1814]	
— v. Hambly 1620, 1638, 1772	
— v. Jack [488], 489, 491, 492	
— v. Madden	786
— v. Univ. Coll. Lond.	1354
— v. Whyte	1785
— v. Yates	1377, 1419
Yeadon Local Board, <i>Re</i>	358
— Waterworks Co. and	
Yeadon Local Board, <i>Re</i>	359
Yearsley v. Yearsley	260, 346
Yeates v. Fraser, <i>Re</i> Fraser . .	1095
Yeatman v. Read	164
— v. Yeatman	971
Yellowly v. Gower	480
Yelverton v. Yelverton	1335, 1337
Yeo v. Dawe	141
Yeomans v. Haynes	284, 1220
— v. Williams	1202
Yerburgh v. Aston, <i>Re</i> Thwaites	700
Yerbury, <i>Re</i> , Ker v. Dent	663
Yescombe v. Landon	1719
Yetts, <i>Re</i>	234, 241
— v. Foster	736
— v. Palmer	620
Yewens v. Robinson	1602
Yglesias v. Rl. Exch. &c. Corp. .	257
— v. Yglesias	817
Yielding and Westbrook, <i>Re</i> . .	1885
Yonge v. Furse	1293
Yool v. G. W. Ry.	605
York, <i>Re</i> , Atkinson v. Powell [697],	
	698, 1236, 1288
— Glass Co. Ltd. <i>Exp.</i>	
— Robinson	2068

CHAPTER XLVIII.

SURETYSHIP.

SECTION I.—INDEMNITY AND CONTRIBUTION.

1. *Contribution between Co-Sureties and Principal, in Suit by Surety.*

LET an account be taken of all sums of money paid by the testator A. (*surety*) and the Plts, his exors, or either of them, agreeably to the undertaking in the pleadings mentioned, dated &c. ; And Let interest be computed on such sums of money, at the rate of £4 p. c. per ann., from the times the several payments were made; Tax the Plts' costs of this action; And Let the Deft B. (*co-surety*), within &c., pay to the Plts (*names*) one moiety of what shall be certified to be due for principal and interest as aforesaid, together with their costs of this action when taxed; And Let the Deft C. (*principal debtor, on whose default A. had been compelled to pay*), within &c., pay to the Plts (*names*) the other moiety of what shall be certified to be due for principal and interest as aforesaid, and also pay to the Deft B. the principal and interest before directed to be paid by him to the Plts, together with the costs of the said Deft B., to be taxed &c., and also the costs which he shall pay to the Plts under the direction before given.—Liberty to apply.—*Lawson v. Wright*, M. R., 14 Nov. 1786, B. 51; 1 Cox, 275.

2. *Account of Payments by Surety, and Inquiry as to Contribution by Co-Sureties.*

LET the following &c.: 1. An account of all and every sum and sums of money which hath or have been paid by the Plt, as one of the sureties of the Deft G., as collector of the several taxes for the parish of &c., as in the pleadings mentioned; 2. An inquiry, whether the Deft J., another of such sureties, is in such pecuniary circumstances that he can contribute towards the payment of the sums, if any, which have been paid by, or may be payable to the sureties of the said Deft G., or any of them; But the said inquiry is to be without prejudice to any question between the Plt and the Deft J., or between the said Deft and all or any of his co-Defts; And the Defts S. and P. not desiring any inquiry whether the Deft F. can contribute towards the

payment of the said sums, this Court doth not think fit to direct such inquiry.—Adjourn &c.—*Hitchman v. Stewart*, V.-C. K., 22 Feb. 1854, A. 748.

3. *Further Order, after Certificate finding that G., the Principal Debtor, and F., were insolvent, and that J. was not able to pay more than his own Costs, and a Part only of his full Share—Interest—Costs of resisting Contribution.*

“LET the Defts S. and P., as the exors of F. S., one of the co-sureties with the late Plt H. for the Deft G., as the collector &c., under the several bonds, dated &c., on or before the — day of —, pay to the Plts T. and W., as exors of the said H., the sum of £—, being one-fourth part of £—, which is the aggregate amount of the sums amounting to £— paid by the said late Plt in satisfaction of the said bonds, and for the costs in the said Chief Clerk’s certificate mentioned, and of £— agreed upon as the amount of the interest on the same at the rate of £4 p. c. per ann., from the respective times when the several principal sums were paid by the said H.; And Let the Deft R., another of such co-sureties, within the time aforesaid, pay to the Plts T. and W. the sum of £—, being one other fourth part of the said sum of £—; And Let the Deft J., another of such co-sureties, within the time aforesaid, pay to the Plts T. and W. the sum of £—, agreed to be paid by him; And Let the Defts S. and P., within the time aforesaid, pay to the Plts T. and W. the sum of £—, agreed to be paid by them in respect of the one-fourth share that ought to have been contributed by the Deft J.”—Like direction as to the Deft R.—“And Let the Deft G., within the time aforesaid, repay to the said Plts T. and W. the sum of £—, being the difference between the said sum of £— and the sum of £—, the amount of the several sums so to be paid to them as aforesaid, and also repay to the Defts S., P., R., and J., respectively, the several amounts that shall be paid by them to the Plts under the directions hereinbefore contained; And the Plts and the last-named Defts not asking any direction for contribution against the Deft F., another of such co-sureties, this Court does not think fit to direct such contribution; And Let the Defts S., P., and R., pay to the said Plts T. and W. so much of the costs of this action up to this time, as have been occasioned by their insisting that they were not liable to contribute anything towards payment of the said sum of £—.”—No other costs on either side.—*Hitchman v. Stewart*, V.-C. K., 24 May, 1855, A. 1151; 3 Drew. 271.

For order on further directions, in suit by creditor, that the Defts, the sureties, who had paid what was certified to be due to the Plts for their demands and costs, ought to be indemnified by their co-Deft, the principal debtor, with liberty to them to prosecute the original decree for payment against him in the names of the Plts, indemnifying the Plts against any costs or damages on that account, see *Weston v. Woolball*, L. C., 17 Jan. 1747, B. 439.

4. *Surety declared entitled to Dividends from Principal Debtor's Estate.*

[Plt was surety to the extent of £5,000 for advances to S. by the Bank.—S. died.—The Bank proved under an admon. decree for the whole debt, and received dividends.—Plt when sued at law paid the £5,000, and not knowing of the dividends received, did not plead set-off.]

DECLARE that the Plt T. is entitled to stand in the place of the L. and C. Banking Co., as regards the proof made by them against the estate of S., in the suit of *G. v. S.* in the pleadings mentioned, to the extent of £5,000; and adjudge the same accordingly; And Let M. (*the public officer*) pay to the Plt T. any dividends received by the said Banking Co., in respect of the said sum of £5,000 under such proof, together with interest thereon at the rate of £4 p. c. per ann. from the — day of — to the time of payment, and any future dividends to be received by the said Banking Co. in respect thereof.—Deft to pay Plt's costs of suit.—Liberty to apply.—*Thornton v. McKewan*, V.-C. W., 11 Nov. 1861, B. 2102; 1 H. & M. 525; *Goodwin v. Gray*, M. R., 27 Jan. 1874, A. 1005; *S. C.*, 22 W. R. 312.

5. *The like Declaration as to several Sureties.*

DECLARE that the Plts are respectively absolutely entitled to so much of the dividends received, and hereafter to be received, by the Defts in respect of the debt of £657 for which the Defts have proved against the estate of H., the bankrupt, as bears the same proportion to the total amount of such dividends as the sum of £250, which each of the Plts have paid to the Defts in pursuance of the Plt's guarantees, bears to the total amount of the said debt.—*Hobson v. Bass*, L. C., 19 July, 1871, A. 2103; *S. C.*, 6 Ch. 792.

6. *Contribution between co-Directors in respect of the Liability on Shares which, pursuant to a Resolution ultra vires, had been purchased and transferred into the Name of the Plaintiff, one of the Directors, in Trust for the Company.*

LET the Plt pay to the Deft L. his costs of this action, excluding therefrom the costs of his appearance at the hearing; and the Plt is to be at liberty to add what he shall so pay to his own costs.—Declare that the Plt and the Defts M., F., C., S., and K., became jointly and severally liable to contribute to and make good the calls paid, and all further calls, if any, to be paid by the Plt on the 250 shares transferred to him and the Deft L., as in the pleadings mentioned; and that the Defts M., F., C., and S., and the Deft L., as such representative as aforesaid, and the Deft B., as the trustee in liquidation of the Deft K., and out of his estate, ought respectively to repay to the Plt the respective shares of the Defts M., F., C., S., R., and K., of all such calls; and as to the calls already paid, with interest on such shares respectively at the rate

of £4 p. c. per ann. from the respective dates of the payment of such calls by the Plt until the date of this judgment; And it appearing by the affidavit of &c. that Plt has already paid in cash, or been allowed on account by the liquidators, the sum of £2,312 in respect of the said calls, in the following sums, on the following dates, &c.; Let each of the Defts M., F., C., and S. pay to the Plt A., within ten days from the service of this judgment, the sum of £—, being his one-seventh share of the aggregate amount of the several principal sums paid by the Plt, together with £— being, as appears by the said affidavit, the aggregate amount of interest at £4 p. c. per ann., less income tax on the principal sums, to the date of this judgment, and further interest at the same rate until payment thereof; And the Plt is to be at liberty to prove under the liquidation of the Deft K. for the like sum of £—, being his one-seventh share of the said principal sums, and for the sum of £—, being, as appears by the said affidavit, the aggregate amount of interest at £4 p. c. per ann., less income tax on his one-seventh share of the said principal sums of £— respectively, from the respective dates of payment of the said principal sums respectively, to the 1st Oct., 1873, being the date of the appointment of the Deft B., as trustee of Deft K.'s liquidation; And Let the Defts M., F., C., and S., and the Deft B., pay the Plt his costs of this action, including therein such costs as he shall have paid to the Deft L., such costs to be taxed &c.—Liberty to the Plt to apply in Chambers as to the payment of such portion of the said sums of £—, for which the Plt is to be allowed to prove under the liquidation, as he may be unable to recover thereunder, and as to the payment of any subsequent interest in respect of the one-seventh share of the Deft K.—And liberty to the Plt, in case of his failing to recover from any of the other Defts the sums hereinbefore ordered to be paid by them respectively for principal and interest as aforesaid, to apply in Chambers as he may be advised, to obtain contribution towards the payment of such sums by the other Defts, and payment to him of such contributions, and generally to apply.—*Ashhurst v. Mason*, V.-C. B., 12 June, 1875, A. 921; S. C., 20 Eq. 225; 23 W. R. 506.

7. *Contribution—Plaintiffs (Sureties) entitled to participate in benefit of Security given by Principal to Co-sureties—Validity of Security disputed—Costs—Set-off.*

DECLARE that the assignment dated &c. (*security given to co-sureties*) is a good and valid security upon all the property comprised therein for the following sums, and in the following order, that is to say—(1.) The expenses in the said assignment referred to as payable in the first place out of the proceeds of sale therein mentioned. (2.) The sum of 400*l.* (3.) Such further sums as may be required to make good to the Defts D. and G. (*co-sureties with plaintiffs*) the total sums of 200*l.* paid by each of them in respect of their liability under the promissory note for 800*l.* in the pleadings mentioned; and the Plts by their counsel having elected to confine their claim to that sum, Declare that

the first net moneys (after payment of the said expenses) already received or to be received by the Defts D. and G. under the said assignment up to the sum of 400*l.*, ought to be apportioned between the Plts and the Defts D. and G. in equal shares; And Let the Plts be at liberty to apply in Chambers for an order against the Defts D. and G. to account for and pay to the Plts the shares of the net moneys up to 400*l.*, to which they are entitled under the preceding declaration; and counsel for the Deft S. (*trustee in bankruptcy of the principal debtor*), requesting it, Let an inquiry be made whether any part of 604*l.* 7*s.* 6*d.* admitted by the Defts D. and G. to have been realized by them by the sale of furniture and effects at B. House, is attributable to furniture and effects not comprised in the said assignment; and any party interested is to be at liberty to apply in Chambers with respect to the amount (if any) which shall be found to be so attributable, and as to the costs of such inquiry; Let the Deft J. S. pay to the Plts and to the Defts D. and G. respectively their costs of the issues raised by the Deft J. S. as to the validity of the said assignment, including in such costs of the Defts D. and G. their costs reserved by the order dated &c., and also the costs directed to be paid by them in pursuance of such order to the Plts, all such costs to be taxed by the Taxing Master; Let the Defts D. and G. pay to the Plts so much of their costs of this action to be taxed by the Taxing Master as are not payable by the Deft J. S., except the Plts' costs reserved by the order dated &c., which excepted costs the Plts are to bear; And Let the Plts pay to the Defts D. and G., their costs to be taxed by the Taxing Master reserved by the last-mentioned order; And Let such last-mentioned costs be set off against the costs ordered to be paid by the Defts D. and G. to the Plts.—Liberty to apply.—*Steel v. Dixon, Fry, J.*, 29 March, 1881, B. 867; *S. C.*, 17 Ch. D. 825.

8. *Mutual Marine Insurance—Contribution.*

DECLARE that the Plt H. is entitled to be paid £600, the amount of his insurance as for a total loss, subject to the deduction of £15 p. c. to be made in respect of the cargo exceeding the amount specified in the rules of the C. Insurance Association in that behalf; And Let the Defts B. &c. (*directors*), within ten days after service of this judgment, make an order upon the Deft X., the secretary of the said association, for the payment of the sum of £510, together with interest thereon at the rate of 4 p. c. per ann. from the date of this judgment to the day of payment; And Let the Deft X., within ten days after he shall have received the said order from the said Defts B. &c., draw upon the members of the said association for the said sum of £510 and interest, pursuant to the said order, according to the rules of the said association.—Defts B. &c., to pay Plt's costs.—Declare that the said Defts are entitled to be indemnified in respect of the said costs, and also in respect of their own costs of this action, pursuant to the rules of the

said association.—Liberty to apply.—*Harvey v. Beckwith*, V.-C. W., 2 May, 1864, A. 919; S. C., 2 H. & M. 429; 12 W. R. 819, 896.

9. *Liability of Fire Insurance Companies in respect of Wharfingers' and Merchants' Policies determined.*

[Wharfingers, having grain in their charge, insured it in respect of their responsibility for it in the offices of the Plt co. and several other cos., subject to a condition in each case that if at the time of loss there should be any other subsisting insurances, whether effected by the wharfingers or not, covering the same property, the insurers should not be liable to contribute more than their rateable proportion. The owners of the grain also effected policies of insurance (known as merchants' policies) on it with the G. and H. Cos. A fire having occurred, the cos. contributed, without prejudice, a common fund, out of which the wharfingers were paid in full, and they in their turn paid the owners.]

DECLARE that the Plt Co., the Defts the G. Co., and the Defts the H. Co., are not liable to contribute towards the sum of £— in the pleadings mentioned in respect of the policies for £— &c. respectively in the pleadings called the merchants' policies; And Let the Defts the A. Co., the B. Co. &c. (*other cos.*), accordingly, on or before &c., repay to the Plt Co., the Defts the G. Co., and the Defts the H. Co., the several sums required to recoup the amounts which the Plt Co., the said G. Co., and the said H. Co. respectively have overpaid, in accordance with column 2 of the table in paragraph 23 of the amended bill (statement of claim) set forth, that is to say, to the Plt Co. the sum of £—, to the G. Co. the sum of £—, and to the H. Co. the sum of £—, together with interest thereon at the rate of £5 p. c. per ann. from the — of —, the date of the settlement with Messrs. B. and Co. (*wharfingers*) in the pleadings named.—Costs as between solr and client to be paid out of the reserve fund (*set apart to meet costs*).—Liberty to apply.—*North British and Mercantile Insurance Co. v. Liverpool, London, and Globe Insurance Co.*, M. R., 26 April, 1876, B. 966; affd. 5 Ch. Div. 569.

The table set forth in the bill showed in separate columns the amounts actually contributed by the cos., the proportions in which the loss must be borne if the merchants' policies were not to contribute, and the proportions in which it must be borne if they were to contribute.

10. *Liability to "Lloyds" on Letter of Guarantee.*

THIS action coming on for trial &c.—Declare that according to the true construction of the letter of guarantee, dated &c., given by A. B., deceased, in favour of his son, the Deft C. D., upon his being a candidate for admission to "Lloyds," the estate of the said A. B. is liable to satisfy all engagements incurred by the Deft C. D. as an underwriting member of "Lloyds" down to the — day of &c., the date of his suspension of payment, whether such engagements were incurred to or with members or subscribers of "Lloyds" or any other persons, or

whether in the lifetime of the said A. B. or after his death; And Let an inquiry be made to ascertain the nature of any engagements incurred by the Deft C. D. subsequent to the — day &c., as an underwriting member of “Lloyds” with members or subscribers to “Lloyds” or any other person down to the — day &c., upon which any money is now due, and the amounts now due, and to whom, in respect of such engagements.—Costs.—Adjourn further consideration.—“*Lloyds*” v. *Harper*, Fry, J., 31 Jan. 1880, B. 385; S. C., 16 Ch. D. 290.

11. *Leave to give Notice of Claim to be indemnified by a Third Party*
—O. XVI. 48.

UPON the application of the Deft H., and upon hearing the solrs for the applicants, and for the Plts, and upon reading &c., Let the Deft H. be at liberty to issue a notice claiming to be indemnified by T. of &c., pursuant to O. XVI. 48, of the Rules of the Supreme Court.—*Fothergill v. Hankey*, V.-C. M., at Chambers, 17 Dec. 1877, A. 2133.

Though the application is *ex parte* as regards strangers (*sup.* p. 41), the Plts must have notice: *Wye Valley Ry. Co. v. Hawes*, 16 Ch. Div. 489.

12. *Liability to Indemnify—Third Party—Question tried immediately after Trial*—O. XVI. 52.

THIS action and the question of the liability of the said A. B. to indemnify the Deft, which by an order dated &c., was ordered to be tried at the trial of this action, but subsequent thereto, coming on for trial &c., Let the Plts recover against the Deft £— agreed damages for breach of the agreement dated &c., and their costs to be taxed &c.; And as to the question of indemnity, Declare that the Deft is entitled to be indemnified by the said A. B. against all amounts payable by him under this judgment; And Let the Deft recover against the said A. B. any amounts so paid by him, and his own costs of this action and of the third party proceedings to be taxed &c., those of the action as between solr and client, but having regard to the fact that they are payable by the third party.—*Trafalgar Co., Lim. v. Francis*, Romer, J., 25 June, 1892, B. 758.

A motion to vary the minutes of this order as regards solr and client costs given against the third party was refused.

13. *Persons served with Notice of Claim to Contribution having entered an Appearance, Leave given to Defend*—O. XVI. 49, 53.

UPON the application of &c., and upon hearing the solrs for A., and also for B. &c., who have been duly served with notice under O. XVI. 48, of the R. S. C., and have entered an appearance under r. 49 of the same Order; Let the said B. &c. be at liberty to appear by counsel, and defend this action as they may be advised, as regards

the question of their alleged authority or agency, but upon no other question; And Let them be bound by the decision of the Court upon such question.—Reserve the question of costs to be paid to or by B. &c. to be dealt with at the trial.—Let B. &c. be at liberty to deliver a statement of defence within ten days from the date of this order, and after the delivery of such statement of defence, Let the Plt be at liberty to deliver interrogatories in writing for the examination of the said B. &c.—*Burks v. Myddleton*, V.-C. H., at Chambers, 9 July, 1877, A. 1776.

14. *Surety discharged by Loss of Collateral Security through Creditor's Negligence.*

"DECLARE that the Plt, as administratrix of her late husband S., in the pleadings named, is entitled to the benefit of the trusts declared by the indenture of mortgage dated &c., in the pleadings mentioned; And it appearing that by the neglect of the Defts F. (*mortgagee and bond creditor*) and H. (*his assignee*) to give proper notice of the said indenture of mortgage to the trustees or trustee of the therein recited indenture of settlement dated &c., made on the marriage of the Defts J. and wife, the security by the said indenture of mortgage created on the life estate of the said J. and wife has been lost,—Declare that to the extent of the value of the said security, the Plt, and the estate of her said husband S., are discharged from the bond in the pleadings mentioned; And Let an inquiry be made what was the value of the said security, and what loss has been occasioned to the estate of the said S. by the loss of the said security."—(Injunction staying execution on judgment continued.)—Defts F. and H. to pay Plt's costs of action up to the hearing.—Adjourn &c.—*Strange v. Fooks*, V.-C. S., 20 July, 1863, B. 1937; 11 W. R. 983.

15. *Discharge of Surety on the usual Bond by a Railway Company under the Parliamentary Deposits Act, by the subsequent passing of an Act making Deviations, abandoning Part of the Undertaking, and authorizing an Increase of Capital.*

"DECLARE that by virtue of the Act of, &c. (*Deviation Act*), A. (*the surety*) was without his consent placed in a position he had not contracted for, and was thereby discharged from his position as surety;" And Declare that the said requisition is sufficiently answered.—*Re Finch and Jukes's Agreement*, V.-C. H., 31 July, 1877, A. 1522; S. C., W. N. (77) 211.

The order in this case was made upon a summons under the Vendor and Purchaser Act, 1874, raising the question whether a surety (through whom the vendor claimed) on the usual bond given by a railway co. under the Parliamentary Deposits Act, was discharged by a subsequent Act obtained by the co., so that the bond, as was alleged by the vendor in his answer to the purchaser's requisitions, and decided by the Court, did not affect the surety's estate.

16. *Covenant rescinded as against a Surety on Non-execution by Co-surety.*

"DECLARE that the Plt is (in equity) discharged from all liability under the indenture in the pleadings mentioned, dated &c., the said indenture not having been executed by B., who is named as one of the sureties therein; And Let such indenture be, so far as the Plt is concerned, set aside (and cancelled)."—Injunction against (*further proceeding in an action in the Queen's Bench and against*) commencing any action against the Plt upon the said indenture.—Defts to pay Plt's costs of action.—Liberty to apply.—*Evans v. Bremridge*, V.-C. W., 11 Dec. 1855, A. 260; 2 K. & J. 174, as varied on appeal, L.J.J., 23 Feb. 1856, A. 599; 8 D. M. & G. 100.

It appears that the words "and cancelled" should have been omitted: *S. C.*, 4 W. R. 350, 351.

Since the commencement of the Jud. Acts, an injunction cannot be awarded to restrain proceedings at any time pending in the High Court of Justice or before the Court of Appeal: 36 & 37 V. c. 66, s. 24 (5); but an injunction may still be awarded to restrain the commencement of proceedings: see Vol. I., Form 1, p. 351; Form 1, p. 249; *Ld. Londonderry v. Netherlands Steamboat Co.*, M. R., 8 July, 1878, B. 1918.

NOTES.

INDEMNITY.

A surety who has been compelled to pay the debt may sue the principal debtor for repayment, and the co-sureties for contribution: *Lawson v. Wright*, 1 Cox, 275; *Hitchman v. Stewart*, 3 Drew. 291, Forms 1, 2, 3, *sup.* pp. 1773, 1774; and on paying off the creditor and giving an indemnity for costs, may sue the principal in the creditor's name: *Swire v. Redman*, 1 Q. B. D. 536, 541.

When money is actually due on the contract, and the surety admits liability, he may compel the principal to discharge it: *Padwick v. Stanley*, 9 Ha. 627; "it being unreasonable that a man should have such a cloud hanging over him," *per* L. K. North, *Ranelagh v. Hayes*, 1 Vern. 190; Mitf. Pl. 171, 172; and (*semble*) it is not necessary to show that the creditor refuses to sue: *Mathews v. Saurin*, 31 L. R. Ir. 181; and a surety having a bond of indemnity, although he had not actually paid anything, might file a bill in his own name alone against the exors of his obligor for admon, payment of the debt, and indemnity: see *Wooldridge v. Norris*, 6 Eq. 410.

In *Ranelagh v. Hayes*, *sup.*, the decree seems to have declared the right to indemnity on the Deft's covenant, with liberty to the Plt to apply *toties quoties* if any breach of the covenant should happen.

But in *Lloyd v. Dimmack*, 7 Ch. D. 398, where the indemnity was given in respect of breaches of covenant in a lease for a long term, the Court declined to give liberty to apply from time to time as breaches of the indemnity might occur. For the decree, see 7 Ch. D. p. 402, 1878, B. 337.

If the surety compounds with the creditor for less than the full amount, he can only claim as against the principal the amount actually paid: *Reed v. Norris*, 2 My. & C. 361, 375; and expenses properly incurred in the matter, *e. g.*, of the writ only, where after being served he has allowed the proceedings to run on to execution: *Pierce v. Williams*, 23 L. J. Ex. 322; and see *Knight v. Hughes*, 3 Car. & P. 467.

If a decree be made against principal and sureties, leave will be given to the sureties to prosecute the decree against the principal to reimburse them what they shall have paid, and against each other to recover a proportionable contribution: *Greenside v. Benson*, 3 Atk. 253, n.; *Walker v. Preswick*, 2 Vez. 622; Belt's Supp. [427, 428].

A surety who is being sued by the creditor may plead a set-off due from the creditor to the principal debtor arising out of the transaction on which the liability arises: *Bechervaise v. Lewis*, L. R. 7 C. P. 372.

A surety's right to indemnity is not lost by his joining as creditor in a composition deed, whereby the principal's creditors agreed to accept 15s. in the pound, but the suretyship creditor expressly reserved all collateral securities for his debt, and afterwards received the balance from the surety: *Close v. C.*, 4 D. M. & G. 176; nor is his general right against all property of the principal lost by his taking a specific security against loss by his suretyship: *Brandon v. B.*, 3 D. & J. 524.

Right to Securities.—A surety paying the debt is entitled to stand in the place of the creditor and to all the equities which the creditor could have enforced against the principal debtor, and all persons claiming under him: *Drew v. Lockett*, 32 Beav. 499; including the right of marshalling the securities: *Heyman v. Dubois*, 13 Eq. 158; *Duncan, Fox & Co. v. N. & S. Wales Bk.*, 6 App. Cas. 1; *sup.* Vol. II., p. 1739; subject, however, to the creditor's right as mortgagee to tack: *Farebrother v. Woodhouse*, 23 Beav. 18, and *inf.*, p. 1792.

But he is not entitled, on paying that part of the debt for which he is surety, to a security for the other part of the debt given subsequently to the contract: *Wade v. Coope*, 2 Sim. 155; *South v. Bloxam*, 2 H. & M. 457, *sup.* Vol. II., p. 1738.

This right to the securities applies as between principal and surety, although the creditor is a stranger to the contract of suretyship between them, and as between debtors, of whom one is primarily, and the other secondarily, liable; e.g., the acceptor of a bill of exchange and an indorser who is called upon to pay, and although the securities were given by one only of several acceptors: *Duncan, Fox & Co. v. N. & S. Wales Bk.*, 6 App. Cas. 1; but *quere* whether so if given by a stranger; *S. C.*

And by 19 & 20 V. c. 97, the surety is entitled, on paying the debt, to have an assignment of every judgment, specialty, or other security held by the creditor: see *Batchellor v. Lawrence*, 9 C. B. N.S. 543; *Silk v. Eyre*, 1 R. 9 Eq. 393; and to stand in the place of the judgment creditor, though he has not obtained an actual assignment of the judgment; *Re McMyn, Lightbown v. McM.*, 33 Ch. D. 675; and to enforce his remedy against his co-surety for contribution as well as against the principal for indemnity: see *Re Swan*, 1 R. 4 Eq. 209.

And as the right of the surety is not confined to standing in the place of the creditor, a judgment against one partner does not, under the principle in *Kendall v. Hamilton*, 4 App. Cas. 504, take away the rights of a surety as against the other partner: *Badeley v. Consolidated Bank*, 34 Ch. D. 536; *S. C.*, 38 Ch. Div. 238.

The right extends to the case of a broker who buys for an undisclosed principal, and by the custom of London is personally liable to the vendor for the price of the goods in case the principal does not pay: *Imperial Bank v. London and St. Katharine Docks Co.*, 5 Ch. D. 195.

The right of distress is not a security or remedy to which a surety paying rent is entitled under 19 & 20 V. c. 97, s. 5: *Re Russell, R. v. Shoolbred*, 29 Ch. Div. 254.

The creditor is not, as such, entitled to the benefit of counter-security given by the principal debtor to the surety: *Re Walker, Sheffield Bkg. Co. v. Clayton*, (1892) 1 Ch. 621 (explaining *Maure v. Harrison*, 1 Eq. Ca. Abr. 93; and dissenting from dictum in *Wright v. Morley*, 11 Ves. 22).

Appropriation of Payments.—Voluntary payments by a surety must be appropriated according to his intention, and cannot be controlled for the benefit of the principal: *Waugh v. Wren*, 11 W. R. 244; 1 N. R. 142.

But the mere fact of suretyship does not take away from the principal debtor and creditor the ordinary right of appropriating payments which are not subject to any contract with the surety: *Re Sherry, London and County Bk. v. Terry*, 25 Ch. Div. 692; *Kirby v. D. of Marlborough*, 2 M. & S. 18; *Williams v. Rawlinson*, 3 Bing. 71; *Holland v. Teed*, 7 Ha. 50.

And where a continuing guarantee for balances of an account current with a bank was determined by the closing of the account after the guarantor's death, the bankers were not bound under the rule in *Clayton's Case*, 1 Mer.

572, or otherwise, to appropriate subsequent payments to the payment of the guaranteed debt: *Re Sherry, London and County Bk. v. Terry*, 25 Ch. Div. 692.

Dividends out of Estate of Principal.—If the creditor has received a dividend out of the estate of the deceased or bankrupt principal debtor, the surety who has paid the debt, and thereby acquired the right to stand in the place of the creditor, is entitled to be paid such dividend, and to have all future dividends secured for his benefit; and this right is not lost by his not having pleaded set-off (by receipt of the dividends) in the action in which the amount of his guarantee was recovered: *Thornton v. M'Kewan*, 1 H. & M. 525; *Hobson v. Bass*, 6 Ch. 792, Forms 4, 5, *sup.* p. 1775; and see *Midland Banking Co. v. Chambers*, 4 Ch. 398; 7 Eq. 179; *Goodwin v. Gray*, 22 W. R. 312.

If the surety is surety for a part of the debt only, and has paid that part, he is entitled to receive from the creditor a share of the dividend in the same proportion to the whole dividend as his payment bears to the whole debt: *Gray v. Seckham*, 7 Ch. 680; and see *Exp. Holmes*, Mont. & Ch. 301.

If the suretyship, though limited in amount, is a guarantee for the whole amount of an ascertained debt (as distinguished from a floating balance) the surety is not entitled in reduction of his liability to the benefit of so much of the dividends as is applicable to the amount to which his liability is limited, *i. e.*, the guarantee will not be construed as a security for part of the debt only: *Ellis v. Emmanuel*, 1 Ex. Div. 157; *secus*, where the limited security is for a floating balance: *S. C.*; *Hobson v. Bass*, 6 Ch. 792, 794.

Where both principal and surety became bankrupt, and the creditor received dividends of 10s. in the pound from each estate, the assignees of the surety were held entitled to all future dividends under the creditor's proof out of the principal's estate until they should be recouped the amount paid by the surety's estate: *Exp. Johnson, Re Bulmer*, 3 D. M. & G. 218.

Sureties who, after payment of the debt, have received a dividend on a proof against the joint estate of a banking firm in which their principal was a partner, cannot prove against the principal's separate estate until they have applied to expunge the joint proof: *Exp. Carne*, 3 Ch. 463.

Interest.—As against the principal debtor, and his co-sureties, a surety is entitled to interest by way of damages on sums paid by him (*Lawson v. Wright*, 1 Cox, 275; *Hitchman v. Stewart*, 3 Drew. 271; Forms 1, 3, pp. 1773, 1774; *Re Swan*, 1 R. 4 Eq. 209), his right being to be put in the position in which he would have been if the principal had performed his contract: *Exp. Bishop, Re Fox, Walker & Co.*, 15 Ch. Div. 400; *Petre v. Duncombe*, 2 L. M. & P. Pr. Cas. 107; *Hitchman v. Stewart*, 3 Drew. 271; and see *L. C. & D. Ry. Co. v. S. E. Ry. Co.*, 40 Ch. D. 100; (1892) 1 Ch. C. A. 120; but as against the estate of the deceased principal he is not so entitled, though where a fund, assigned as a further security, had made interest, he was allowed interest out of that interest: *Caulfield v. Maguire*, 2 J. & L. 164.

Contract of Indemnity.—On the question of implied contract of indemnity, see *Drysdale v. Lovering*, L. R. 10 C. P. 196, and cases there cited.

As to the implied right of indemnity of a man whose goods are lawfully seized for another's debt, see *Edmunds v. Wallingford*, 14 Q. B. Div. 811.

And as to the definition of the term "indemnity," see *Birmingham and District Land Co. v. L. & N. W. Ry. Co.*, 34 Ch. Div. 261.

A covenant of indemnity, unlike a release, is not to be restricted by its recitals: *Re Baker, Collins v. B.*, 20 Ch. Div. 230.

The right to indemnity extends to liability as well as to loss incurred by the agent on behalf of his principal: *Lacey v. Hill, Crowley's Claim*, 18 Eq. 183.

As to the liability for breach of warranty of authority of a broker applying for shares for his principal in the wrong co., see *Re National Coffee Palace Co.*, *Exp. Panmure*, 24 Ch. Div. 367.

As to the distinction between a promise to indemnify, and a contract to answer for the debt of another within sect. 4 of the Statute of Frauds, see *Re Hoyle, H. v. H.*, (1893) 1 Ch. C. A. 84.

CONTRIBUTION.

Right to Contribution.—Where one of several persons has paid that which is the debt of all, he is entitled to enforce contribution, and this right, which

is founded on principles of equity, and does not depend upon contract, is not affected by the circumstance that the liability arises out of a transaction which, strictly speaking, is unauthorized, or *ultra vires*: *Ashhurst v. Mason*, 20 Eq. 225; and see *Duncan, Fox & Co. v. N. & S. Wales Bank*, 6 App. Cas. 1; *Stirling v. Forrester*, 3 Bli. 590; and cases collected *Dering v. L. Winchelsea*, 1 L. C. Eq. 106, 112; 6th ed. pp. 114, 120.

And the right to indemnity or contribution exists although there is no agreement: *Edmunds v. Wallingford*, 14 Q. B. Div. 811.

If the contract is one transaction, whether they are bound by several instruments or not, and whether the fact is known or not, the sureties are all liable to contribute, the same as if joined by one instrument: *Dering v. L. Winchelsea*, 1 L. C. Eq. 113; 6th ed. 120; *Craythorne v. Simmons*, 14 Ves. 165; and the right of contribution arises, though the undertaking is not on the face of it a co-suretyship, if upon the evidence that relation is established: *Whiting v. Burke*, 6 Ch. 342; 10 Eq. 539; and see *Ashhurst v. Mason*, 20 Eq. 225.

If, however, the guaranty is distinct, or there is no one instrument upon which they are all jointly liable (see *Arcedeckne v. L. Howard*, 20 W. R. 571, 879), there is no contribution between co-sureties: *Coope v. Twynam*, T. & R. 426; *Pendlebury v. Walker*, 4 Y. & C. 424.

In the absence of special contract, a surety cannot recover judgment against his co-surety for contribution unless he has paid the whole of the principal debt, or a part in satisfaction of the whole, or more than his share: *Re Snowden, Exp. S.*, 17 Ch. Div. 44; *Davies v. Humphreys*, 6 Mee. & W. 153; but under a contract guaranteeing a debt payable by instalments, one of the sureties, having paid an instalment, was entitled to immediate contribution: *Re Macdonald, Exp. Grant*, W. N. (88) 130. And as to the right of a surety, before actual payment, to obtain a declaratory judgment against his co-surety, see *Wolmershausen v. Gullick*, W. N. (93) 85.

Under the former practice a surety, who had unintentionally given his principal a release which would bar his claim against a co-surety for contribution, was held entitled to relief at law on equitable grounds: see *Vorley v. Barrett*, 5 W. R. 137; 1 C. B. N.S. 225.

As to the right to contribution between co-Defts in respect of the costs of suit which one Deft has paid, see *Pitt v. Bonner*, 1 Y. & C. C. 670.

Where Defts are ordered to pay the costs of an action, one co-Deflt cannot, by an independent proceeding, obtain contribution in respect of such costs against the other: *Dearsley v. Middleweek*, 18 Ch. D. 236.

Insurance: Subrogation.—The principle of contribution is applied in the case of insurances effected with different insurers by the same insured, in respect of the same interest in the same property.

The principle of subrogation is applied in some cases of insurances effected with different insurers by different insured, in respect of their different interests in the same property. If these interests are distinct, as in the case of tenant for life and remainderman, each insured may recover from his insurer the value of his interest, and no further question will arise. But if the interests, instead of being distinct, are such that each of the insured can recover from his insurer the whole value of the property, as in the case of mortgagor and mortgagee, then, if any one of the insured so recovers the whole value, the other persons insured have a remedy over against him, because the property cannot belong in value to different persons at the same time. If in this case the persons having this remedy, instead of enforcing it, recover from their respective insurers, these insurers will succeed to the remedy against the first-mentioned insured; and this is a case of subrogation: *per Mellish, L.J.*, in *North British, &c. Co. v. Liverpool, London, and Globe Co.*, 5 Ch. D. 569, 583, Form 9, *sup.*

These rules, which are established in the case of marine insurances, extend to fire insurances as well: *S. C.*; *Mason v. Sainsbury*, 3 Dougl. 61.

So, too, if an insured person has any remedy, either *ex contractu* or *ex delicto*, against third persons in respect of the loss of the insured property, the insurers have, on paying the value of the property, a right to succeed to such remedy: *Comm'l. Union Co. v. Lister*, 9 Ch. 483; *Dickenson v. Jardine*, L. R. 3 C. P. 639; *Mason v. Sainsbury*, 3 Dougl. 61; and if, after the insurer has paid, the insured receives compensation *aliunde*, the insurer can recover from him any sum received in excess of the actual loss: *Darrell v. Tibbitts*, 5 Q. B. Div. 560; *Castellain v. Preston*, 11 Q. B. Div. 380; but the insurer has no

rights other than those of the insured, and can enforce those only in his name, and after admitting the claim on the policy: *Midland Ins. Co. v. Smith*, 6 Q. B. D. 561; *Simpson v. Thompson*, 3 App. Cas. 279, 284.

And on the same principle, payment by the insurers will not affect the amount of damages recovered by the insured on enforcing any such remedy, as he is liable to refund to the insurers: *Yates v. Whyte*, 4 Bing. N. C. 272.

The insured is not bound to enforce any such remedy before suing on the policy: *Dickenson v. Jardine*, L. R. 3 C. P. 639.

And as to contribution and subrogation generally, see Bunyon, *Fire Insurance*, p. 130; 2 Phillips, *Insurance*, 114.

Mode of enforcing Right.—Each co-surety must contribute his proportionate part of the loss or debt: see 1 Sm. L. C. 156; 9th ed. 169; *Re Macdonough*, I. R. 10 Eq. 269; and if some of the co-sureties are insolvent, those solvent must distribute the loss equally amongst them: see *Hitchman v. Stewart*, Form 3, *sup.* p. 1774; and since the Jud. Act, 1873, s. 25, subs. 11, the rule at law is the same as in equity: *Lowe v. Dixon*, 16 Q. B. D. 455.

The law merchant regulating the liabilities *inter se* of successive indorsers of a bill or note will not prevail if from the substance of the transaction it appears that the relation between them was that of co-sureties: *Macdonald v. Whitfield*, 8 App. Cas. P. C. 733; *Reynolds v. Wheeler*, 10 C. B. N.S. 561; and see *Wilkinson v. Unwin*, 7 Q. B. Div. 636.

One of two sureties from whom the full amount due on a recognizance has been recovered is entitled to use the recognizance to recover from the estate of his co-surety not only half the amount paid, but interest thereon: *Re Swan*, I. R. 4 Eq. 209.

For the mode of working out a joint and several liability affecting a class of persons of whom some had died and others become bankrupt, see *Joint Stock Discount Co. v. Brown*, 8 Eq. 376, 406; *Ashhurst v. Mason*, Form 6, *sup.* p. 1775.

If the creditor release one co-surety, he may still claim half the debt against the other, who, notwithstanding the release, is entitled to contribution from his co-surety: *Exp. Giffard*, 6 Ves. 805; and see *Whiting v. Burke*, 6 Ch. 342; 10 Eq. 539.

Where a policy of assurance, effected by a creditor for his own benefit on the life of his debtor, was assigned to a surety who had paid the debt, a claim for contribution against the estate of his co-surety was allowed on terms of the surety bringing into account the moneys received on the policy, credit being first given for premiums and other sums paid by the surety: *Re Arce-deckne, Atkins v. A.*, 24 Ch. D. 709.

Where one of the sureties obtains a counter-security from the principal debtor, he must bring into hotchpot, for the benefit of his co-sureties, whatever he receives by virtue of the counter-security: *Steel v. Dixon*, 17 Ch. Div. 825; see Form 7, p. 1776; and when he has shared with his co-sureties, he may be entitled to go upon the security for what he has paid away to them, and so on *toties quoties*; and thus, in effect, the security may enure for the benefit of all the co-sureties to the full extent of the principal debt, and be applicable in repaying to them what they have respectively paid: *Berridge v. B.*, 44 Ch. D. 168.

Where one of two co-sureties is being alone sued for the debt, notice under O. xvi. 48 may be issued to the person not a party to the action, in the form given in R. S. C. App. B. Form 1, by leave of the Court or a Judge; and see Forms 6, 11, 13, *sup.* pp. 1775, 1779.

The effect is not to give immediate relief against the third person served with notice, but to obtain a decision of the question in the action, which will be binding in proceedings by the original Deft against such third person: see *Treleven v. Bray*, 45 L. J. Ch. 113, 114; *Re Scott, Padwick v. S.*, 2 Ch. D. 736, 744.

Payment of a composition cannot be enforced under the Bankruptcy Act, 1869, s. 126, against a surety: *Exp. Mirabita*, 20 Eq. 772; 23 W. R. 869; but the trustee may be ordered, on being indemnified as to costs, to sue the surety on his covenant: *Exp. Monkhouse*, 1 Ch. D. 287; 24 W. R. 300.

Judgment against Principal.—A surety is not, in the absence of contract, bound by an admission of the principal, and therefore a judgment against

the latter cannot be used as evidence against the surety in an action against him by the creditor: *Exp. Young, Re Kitchen*, 17 Ch. Div. 668.

DURATION OF CONTRACT.

A continuing guarantee for a consideration given once for all *in presenti* does not cease on the death of the guarantor, but *quære* as to a guarantee for future advances which the person in whose favour the guarantee is given is not bound to make: *Lloyds v. Harper*, 16 Ch. Div. 290, Form 10, *sup.* p. 1778.

As to whether a continuing guarantee is revoked by notice of death of the guarantor, see *Coulthart v. Clementson*, 5 Q. B. D. 42; *Lloyds v. Harper*, 16 Ch. Div. 290; *Re Sherry, London and County Bank v. Terry*, 25 Ch. Div. 692.

And as to the effect of a guarantee given to "Lloyds" against the engagements of an underwriting member, and that such guarantee continues after notice of the death of the guarantor, see *Lloyds v. Harper*, 16 Ch. Div. 290.

Where a joint guarantee has been given to secure the overdrafts of a banking account, the death of one guarantor does not of itself determine the liability of the survivors: *Ashby v. Day*, 52 L. T. N.S. 73; 54 L. J. Ch. 935.

The death of one co-surety under a joint and several guarantee does not by itself determine the future liability of the surviving surety: *Beckett v. Addyman*, 9 Q. B. Div. 783.

And where a contract was entered into to indemnify the Plt from all liability which he might incur in giving a bond for the completion of a railway, the liability of the Defts on the contract was not determined by reason of the passing of the Railway Cos. Act, 1867, enabling the Plt to take proceedings to cancel the bond: *Webster v. Petre*, 4 Ex. D. 127.

By the Partnership Act, 1890 (53 & 54 V. c. 39), s. 18, "a continuing guaranty or cautionary obligation given either to a firm or to a third person in respect of the transactions of a firm is, in the absence of agreement to the contrary, revoked, as to future transactions, by any change in the constitution of the firm to which, or in respect of the transactions of which, the guaranty or obligation was given."

DISCHARGE AND RELEASE OF SURETY.

Though a representation of personal intent cannot amount in itself to a fraud (*Citizens' Bank v. First National Bank of New Orleans*, L. R. 6 H. L. 352, 362; *et v. inf.* p. 1925), yet if a contract or dealing be entered into by a person on the faith of the intentions of others being fulfilled, and those intentions are not fulfilled, he may have a right to be protected against any liability which he may have incurred: *Evans v. Bremridge*, 8 D. M. & G. 100, Form 16, *sup.* p. 1781; *Re Carew's Estate*, 5 D. M. & G. 94, 100; and if an expressed intention is not fulfilled, and this non-fulfilment is concealed from a person about to act on the faith of the intent, this concealment may amount to misrepresentation: *Traill v. Baring*, 4 D. J. & S. 318, 326.

Accordingly, if a person executes a deed as a surety, on the faith of another becoming co-surety with him, and this expectation is not realised, he has a right to relief in Equity: *Evans v. Bremridge*, 8 D. M. & G. 100, Form 16, *sup.*; *Bonser v. Cox*, 4 Beav. 379.

On a similar principle, where a deed of family arrangement ceased to be binding on some of the parties to it, it was held that the others were released from their obligations under the deed: *Bolitho v. Hillyar*, 34 Beav. 180; *et v. sup.*, Vol. II., pp. 1431, 1432.

It is essential to the contract of suretyship (I.) that there shall have been perfect good faith, and that no material fact shall have been concealed from the surety, or misrepresented to him; (II.) that the agreement shall be in no way departed from, or varied without the consent of the surety; (III.) that nothing shall be done either by commission or omission on the part of the creditor, so as injuriously to affect the surety, or alter his position.

(I.) Discharge of the Surety by Concealment or Misrepresentation.

The surety is entitled to full particulars of all the facts on which the contract is founded; thus, a false recital of the state of the account between the

principal and creditor contained in a deed giving collateral security, which was read to the surety at the time of his making the contract, was held to discharge him: *Stone v. Compton*, 5 Bing. N. C. 142; see also *Smith v. Bk. of Scotland*, 1 Dow, 272; *Railton v. Matthews*, 10 Cl. & F. 934; *Burke v. Rogerson*, L.J.J., 14 L. T. N.S. 780; M. R., 13 *Ib.* 415.

Non-disclosure of a material fact may amount to an implied representation that such fact does not exist, so as to discharge the surety: see *Lee v. Jones*, 17 C. B. N.S. 482, 498, 506; *Phillips v. Foxall*, L. R. 7 Q. B. 666, 673; but the non-disclosure must be of something affecting the surety's position, so as to make it worse than he supposed; the circumstance that the money borrowed is to be partly applied in payment of a debt due to his co-surety is not material: *Mackreth v. Walsley*, 51 L. T. N.S. 19. And in the case of a continuing guarantee, the same rule applies if the concealment has been practised during the progress of the contract; thus, where A. guarantees the honesty of a servant, the master, discovering him to be dishonest, and continuing him in his service, without the knowledge or assent of A., cannot require A. to make good loss arising from his subsequent dishonesty: see *Phillips v. Foxall*, *sup.*; *Burgess v. Eve*, 13 Eq. 450.

But a surety for a contractor is not discharged, if his position is altered by the conduct of the employer, caused by a fraudulent act or omission of the contractor, against which the surety has guaranteed the employer: *Mayor of Kingston-upon-Hull v. Harding*, (1892) 2 Q. B. (C. A.) 494.

So, where the circumstances of the case are such as to create a strong suspicion that the creditor must have been aware, or must have had reasonable grounds for suspecting, that the principal obtained the concurrence of the surety by concealment or misrepresentation, the creditor is not entitled to the assistance of the Court by the appointment of a receiver: *Owen v. Homan*, 4 H. L. C. 997; 3 Mac. & G. 378; see also *Hamilton v. Watson*, 12 Cl. & F. 109; *Pledge v. Buss*, Joh. 663. And for cases in which the surety has been relieved from liability, on the ground of suppression of material facts or mistake, see *Other v. Iveson*, 3 Drew. 177; *Lake v. Brutton*, 18 Beav. 34; *Willis v. W.*, 17 Sim. 218; *Cooper v. Joel*, 1 D. F. & J. 240.

But, in the absence of such knowledge and suspicion, it is not necessary for the creditor to disclose all the circumstances of the relation between himself and the principal to the surety: *North British Assur. Co. v. Lloyd*, 10 Ex. 523; 1 Jur. N.S. 45; nor is he bound to disclose circumstances affecting the credit of the principal unconnected with the suretyship transaction: *Wythes v. Labouchere*, 3 D. & J. 593.

And to entitle a surety to be relieved from his contract of suretyship false representations must have been made to him; or facts which ought to have been communicated, or the precise circumstances of the transaction, withheld from him purposely: *Greenfield v. Edwards*, 2 D. J. & S. 582; and with the knowledge of the creditor: *Matthews v. Blozsome*, 12 W. R. 795; 33 L. J. Q. B. 209; and see *Davies v. London, &c. Co.*, 8 Ch. D. 469.

(II.) Discharge of the Surety by Variation of the Contract.

A surety is entitled to remain in the position in which he was when the contract was entered into, and is bound only by the letter of his engagement. If that engagement is in any way altered without his consent, even for his benefit, or innocently, he is entitled to say that his contract is at an end and to be discharged: *Blest v. Brown*, 4 D. F. & J. 367, 376; 3 Giff. 450; *Samuell v. Howarth*, 3 Mer. 272; *Polak v. Everett*, 1 Q. B. Div. 669; 24 W. R. 365, 689; *Gardner v. Walsh*, 5 E. & B. 83; and the principle is not confined to cases in which the alteration results from an arrangement between the creditor and the principal debtor: see *Re Finch and Jukes*, W. N. (77) 211; Form 5, *sup.* p. 1780.

Instances of variation by which the surety has been discharged are:—

(a) Where the principal debtor or one of the co-sureties has not, as agreed, executed the bond or deed: *Bonser v. Cox*, 4 Beav. 379; *Evans v. Bremridge*, 8 D. M. & G. 100; and see *Barry v. Moroney*, I. R. 8 O. L. 554 (reversing 7 C. L. 110).

Secus, where the principal has executed an instrument on which the surety may sue him: *Cooper v. Evans*, 4 Eq. 45.

(b) Adding or discharging a co-surety without the privity of the first: *Gardner v. Wish*, 5 E. & B. 83; *Nicholson v. Revell*, 4 A. & E. 675; *secus*, where a fresh and distinct security, not in lieu of the original security, is taken: *Gordon v. Culvert*, 4 Russ. 583.

But the claim of a surety to be released because the creditor releases another surety arises from his being deprived of his remedy for contribution in equity, and therefore the surety is not released because the creditor releases a person who was a surety under an independent contract: *Ward v. North Island Bk. of New Zealand*, 8 App. Cas. 755.

(c) Extending the liability on a bond to be responsible for one person, to responsibility for a second taken into partnership with knowledge of the surety when he signed the bond: *Montefiore v. Lloyd*, 12 W. R. 83; 15 C. B. N.S. 203.

(d) Substituting for the original agreement another determinable on a different event, so as to make it a new agreement to which the surety has not assented: see *Tayleur v. Wildin*, L. R. 3 Ex. 303; *N. W. Ry. Co. v. Whitely*, 10 Ex. 77; *Holme v. Brunskill*, 47 L. J. C. P. 81; *Taylor v. N. S. Wales Bk.*, 11 App. Cas. 596; see *Calvert v. London Dock Co.*, 2 Keen, 638; *Gen. Steam Nav. Co. v. Rolt*, 6 C. B. N.S. 550, 584; *Bonar v. Cox*, 6 Beav. 110; *Petit v. Everett*, 1 Q. B. Div. 669; *Taylor v. N. S. Wales Bk.*, 11 App. Cas. 596, 603; unless it is self-evident that the alteration is unsubstantial, and one which cannot possibly prejudice the surety: *Holme v. Brunskill*, 3 Q. B. Div. 495; and see *Webster v. Petre*, 4 Ex. D. 127; *Barber v. Mackrell*, 40 W. R. 618; 67 L. T. N.S. 108; 41 W. R. 541.

But an alteration in the original agreement collateral to and not forming part of the suretyship contract, and not materially increasing the surety's risk, will not discharge him: *Sunderson v. Aston*, L. R. 8 Ex. 73.

And the contract may be divisible: thus on a contract for monthly payments, the giving of time for payment of one instalment does not discharge the surety as to the amount due for succeeding months: *Croydon Gas Co. v. Dickinson*, 2 C. P. Div. 46 (reversing 1 C. P. D. 707); and see *Eyre v. Bartopp*, 3 Madd. 227; and where the creditor accepted from the debtor a bill of exchange on account of part of the debt, the surety was only discharged *pro tanto*: *Dowden v. Lewis*, 14 L. R. Ir. 307.

So, also, a variation as to one of several separate and distinct matters comprised in the contract, but not materially altering the nature of the engagement for which the sureties have become responsible, will not release their liability as to the rest: *Skillett v. Fletcher*, L. R. 2 C. P. 469; 1 *Id.* 635; *Harrison v. Seymour*, L. R. 1 C. P. 518.

And see and compare *Pybus v. Gibb*, 6 E. & B. 902; *Bonar v. Macdonald*, 3 H. L. C. 226; *Milling Union v. Graham*, L. R. 5 C. P. 201 (cases in which the nature of the office and duties, for performance of which the sureties became responsible, were so altered that they were held no longer liable on their bond); *Re Finch and Jukes*, W. N. (77) 211; Form 15, *sup.* p. 1780, where the surety on a bond given by a railway co. was held to have been discharged by the passing of a subsequent Act authorizing deviations, the abandonment of part of the undertaking, and an increase of capital.

If the variation is made with the knowledge and concurrence of the sureties (*e.g.*, where they were the solrs of the principal and transacted all the business of the alteration) they are not released: *Woodcock v. O. W. & W. Ry. Co.*, 1 Drew. 521; and see *Hollier v. Eyre*, 9 Cl. & F. 1, 52.

Where a bond was given for the performance of the duties of the office of a collector, a defence that the principal became lunatic before he could receive anything was held good: *Grove v. Johnston*, 24 L. R. Ir. 252.

That a surety is not necessarily discharged by reason of subsequent legislation affecting the liability in respect of which he has entered into the contract of indemnity, see *Webster v. Petre*, 4 Ex. D. 127.

Disclaimer of a lease by trustee in bankruptcy will not relieve a surety for the rent from liability: *Harding v. Preece*, 9 Q. B. D. 281.

Where two directors and a solr of a co. gave a guarantee to a bank, and the co. afterwards changed its name, but concealed the fact from the bank, the guarantors were estopped from denying their liability: *Ashby v. Day*, 33 W. R. 631; 34 W. R. 312.

(III.) Discharge of the Surety by Acts of the Creditor affecting or altering his Position.

(a) Giving time, by positive contract, to the principal debtor without the consent of the surety, discharges the surety, even though he is in no way damaged: see *Overend, Gurney & Co. v. Oriental Fin. Corp.*, L. R. 7 H. L. 348; 7 Ch. 142; *Davies v. Stainbank*, 6 D. M. & G. 679, 696; *Bailey v. Edwards*, 4 B. & S. 761; *Samuell v. Howarth*, 3 Mer. 272; *Boulbee v. Stubbs*, 18 Ves. 20; on the ground that "if the creditor binds himself not to sue the principal debtor, for however short a time, he interferes with the surety's theoretical right to sue in his name during such period": *Swire v. Redman*, 1 Q. B. D. 536, 541; and see *Rees v. Berrington*, 2 L. C. Eq. 992, 997; Addison, 6th ed. 661, 662.

Thus a surety for payment of a mortgage debt at a specified time will be discharged by the execution, without his privity, of a deed consolidating that and other securities of the mortgagee, and containing a covenant for payment at a later date: *Bolton v. Buckenham*, (1891) 1 Q. B. (C. A.) 278; and the property which the surety has included in the contract will also be released: *Bolton v. Salmon*, (1891) 2 Ch. 48.

Where a bank took from a customer a mortgage for a sum which included the amount of a bill of exchange, and contained a covenant for payment at different dates, the acceptor was discharged from his suretyship: *Munster and Leinster Bank v. France*, 24 L. R. Ir. 82.

The rule applies where the creditor has knowledge that the parties, though contracting with him as principal debtors, were *inter se* principal and surety: *Pooley v. Harradine*, 7 E. & B. 431; *Greenough v. McClelland*, 2 E. & E. 424; and where with his knowledge their position has been subsequently changed from that of principal debtors both primarily liable to that of principal and surety: *Maingay v. Lewis*, 1 R. 5 C. L. 229.

Mere delay by the creditor in suing the principal, or the passive act of abstaining from suing, is not giving time so as to discharge the surety: *Price v. Kirkham*, 3 H. & C. 437; *Eyre v. Everett*, 2 Russ. 381; Story, Eq. Jur. § 326.

So, also, if the time given is an apparent but not a real delay: *Hulme v. Coles*, 2 Sim. 12; or if the time be given with the assent or subsequent approval of the surety: *Tyson v. Cox*, T. & R. 395; and the liability of the surety may be revived by his engagement to pay the debt after time has been given: *Mayhew v. Crickett*, 2 Swa. 185, 192.

And on giving time to the principal debtor, as distinguished from an absolute release or obliteration of the debt, the creditor may reserve all his rights against the surety: see *Owen v. Homan*, 4 H. L. C. 997, 1037; *Webb v. Hewitt*, 3 K. & J. 438; *Jones & Co. v. Whitaker*, 57 L. T. N.S. 216.

The stringency of the rule that giving time to the principal discharges the surety has been relaxed in recent cases: see *Swire v. Redman*, 1 Q. B. D. 542; *Greenough v. McClelland*, 2 E. & E. 424, 434; and in order to discharge the surety it has been held that the act of the creditor must have been against the faith of the contract: see *Petty v. Cooke*, L. R. 6 Q. B. 790; or that the position of the surety must have been prejudiced or altered: see *Bingham v. Corbitt*, 34 L. J. Q. B. 37.

And there must be a binding contract to give time capable of being enforced, and the contract must be with the principal debtor; if the contract is with a third party, e.g., a co-surety, the surety will not be released: *Clarke v. Birley*, 41 Ch. D. 422, 434.

If the relation of surety has been changed to that of principal, subsequent dealings between the creditor and the original principal will not operate as a discharge of the original surety: *Reade v. Lowndes*, 23 Beav. 361 (affirmed 30 L. T. 110); *Defries v. Smith*, 10 W. R. 189; nor will subsequent dealings with the principal, after the liability of the surety has been established by judgment in an action by the creditor to administer the surety's estate: *Jenkins v. Robertson*, 2 Drew. 351.

(b) A release of the principal discharges the surety unless given with his assent: *Exp. Harvey*, 4 D. M. & G. 881; *Cragoe v. Jones*, L. R. 8 Ex. 81; or unless there be a stipulation to the contrary in the bond of guaranty: *Manchester Union Bk. v. Beech*, 34 L. J. Ex. 133; 3 H. & C. 672; *Cowper v. Smith*, 4 M. & W. 519.

If the deed containing the release and reserving all rights and remedies against the surety amounts only to a covenant not to sue the principal, the debt is not extinguished and the surety is not released, as he may pay the creditor and sue the principal for the amount: *Green v. Wynn*, 4 Ch. 204; 7 Eq. 28; *Bateson v. Gosling*, L. R. 7 C. P. 9; *Price v. Barker*, 4 E. & B. 760; *Duck v. Mayeu*, (1892; 2 Q. B. 511, 514; and under such a deed the principal or co-surety remains liable to indemnity or contribution to the surety against whom the right is reserved: *North v. Wakefield*, 13 Q. B. 536; *Hall v. Hutchons*, 3 My. & K. 426; and see *Close v. C.*, 4 D. M. & G. 176, 183.

But if the debt is actually gone, by payment or release, any reservation of rights against the surety is a nullity: see *Webb v. Hewitt*, 3 K. & J. 438, 442; *Kearsley v. Cole*, 16 M. & W. 128.

If the principal debtor is discharged by operation of law, e.g., by resolution of the creditors for liquidation or composition, his co-debtor or surety remains liable: *Re Jacobs*, 10 Ch. 211; *Ellis v. Wilmot*, L. R. 10 Ex. 10; *Mcgrath v. Gray*, L. R. 9 C. P. 216 (disapproving *Wilson v. Lloyd*, 16 Eq. 60); and see *Cragoe v. Jones*, L. R. 8 Ex. 81.

(c) Negligence on the part of the creditor, in losing or not making proper use of securities, will also discharge the surety *pro tanto*, as:

—by not giving notice of a mortgage of the debtor's life interest to trustees of the settlement: *Strange v. Fooks*, 4 Giff. 408; 11 W. R. 983;

—by relinquishing a remedy against the principal debtor (e.g., by withdrawing execution), unless the surety renews his liability: *Mayhew v. Crickett*, 2 Swa. 185;

—by neglect to insure works according to contract: *Watts v. Shuttleworth*, 7 H. & N. 353; 5 *Id.* 235;

—by omission to register a bill of sale given as a security, and to enter into possession on default in payment of interest, thereby enabling the trustee in bankruptcy to seize and sell the property: *Wulff v. Jay*, L. R. 7 Q. B. 756;

—by omission to register an assignment of a ship: *Capel v. Butler*, 2 S. & S. 457; and see *Stratton v. Rastall*, 2 T. R. 366;

—by omission to comply with statutory formalities: see *Watson v. Allcock*, 4 D. M. & G. 242; 1 Sm. & G. 319;

—by omission to value a security in the bankruptcy of the principal (but the discharge will only extend to the value of the security): *Rainbow v. Juggins*, 5 Q. B. D. 138;

—by neglecting to realize a collateral security which would have produced enough to pay the debt: *Mutual Loan Assoc. v. Sudlow*, 5 C. B. N.S. 449;

—by not presenting a bill of exchange for payment at maturity, see *Latham v. Chartered Bank of India*, 17 Eq. 205;

—by taking notes of a bank shortly before it stopped payment, and drafts on their London agents, when cash might have been obtained: *Lichfield Union v. Greene*, 1 H. & N. 884.

But not by neglecting to fill up acceptances of the debtor having the drawer's name in blank, there being no evidence that anything could have been recovered if the acceptances had been so perfected: *Carter v. White*, 25 Ch. Div. 666;

—nor by selling the mortgaged property under his power of sale without consulting the sureties: *Taylor v. Bk. of N. S. Wales*, 11 App. Cas. 596;

—nor where a bond was given to guardians of the poor, and the negligence, if any, was that of the overseers: *Mansfield Union v. Wright*, 9 Q. B. Div. 683.

And if a security proves worthless, and the loss has not been caused by any act of the creditor, the surety is not discharged: *Hardwick v. Wright*, 35 Beav. 133.

So also a surrender of a policy effected by the bankrupt debtor as a security for the debt did not release the surety: *Coates v. C.*, 33 Beav. 249.

The rule being that the surety is entitled to the benefit of every security held by the creditor against the principal debtor, whether given at the time of the contract or afterwards, and whether with the knowledge of the surety or not (see *Pledge v. Buss*, Joh. 663; *Pearl v. Deacon*, 24 Beav. 186; 1 D. & J. 461; *Goddard v. Whyte*, 2 Giff. 449; 1 L. O. Eq. 115; 6th ed. 126; 2 *Id.* 1026; 6th ed. 1141), any dealing by the creditor with a security (though

acquired after the contract of suretyship), so that he cannot give it up to the surety in the same condition in which it was acquired, discharges the surety: *Campbell v. Rothwell*, 38 L. T. N.S. 33 (not following *Newton v. Chorlton*, 10 Ha. 646; 2 Drew. 333); and see 2 L. C. Eq. 1026; 6th ed. 1141; but this rule does not apply unless there is a contract of suretyship properly so called, i. e., between the creditor, principal, and surety: *Duncan, Fox & Co. v. N. and S. Wales Bank*, 6 App. Cas. 1; and in any other case, the obligation upon the creditor will be that, on receiving notice of the rights of the surety, he will not be at liberty to do anything to prejudice them or to refuse, when his own just claims are satisfied, to give effect to them: *S. C.*

And generally as to the discharge of the surety by acts on the part of the creditor, see *Rees v. Berrington*, 2 L. C. Eq. 992, 997; 6th ed. 1106, 1111; *Addison, Contracts*, 864—869; 9th ed. 1009—1012; *Pollock, Contr.* 226—228; 5th ed. 270—272.

SECTION II.—MORTGAGE BY SURETY.

1. Foreclosure of separate Mortgages by Principal and Surety.

Plt and D. (deceased) were co-trustees of a mortgage from James W., further secured by mortgage from Joseph W.; James W.'s equity of redemption in the principal mortgage had been purchased by M.; L. and B., were entitled as devisees to the equity of redemption of the property mortgaged by Joseph W. as a surety.

LET the following &c.: 1. An account of what remains due to the Plt under and by virtue of his mortgage for £— secured by the several indentures, dated &c., and for his costs in this Court, such costs to be taxed &c.; 2. An account of the rents and profits of the mortgaged hereditaments comprised in the indenture in &c. first mentioned, dated &c., received by the Plt and D. (deceased), or either of them, or by &c.; And Let what shall appear to be due on the last-mentioned account be deducted from what shall appear to be due to the Plt as aforesaid; And Let upon the Deft M. (*principal*), or the Defts L. and B. (*sureties*), paying to the Plt what shall be certified to remain due to him after such deduction as aforesaid, within six months after &c., at such time and place &c., the Plt convey the mortgaged hereditaments in manner following, that is to say, in case the Deft M. shall redeem the Plt as aforesaid, Let the Plt convey the hereditaments comprised in the said first-mentioned indenture, dated &c., free &c., and deliver all deeds &c. to the Deft M., or as he shall appoint; and Let the Plt also convey the hereditaments comprised in the indenture &c., secondly mentioned, dated &c., free &c., and deliver all deeds &c. to the Defts L. and B., or as they shall appoint; But in case the Defts L. and B. shall redeem the Plt as aforesaid, Let the Plt convey the mortgaged premises comprised in each of the said several indentures of &c., free &c., and deliver all deeds &c. to the Defts L. and B., or as they shall appoint; But in default of the Deft M. or the Defts L. and B. paying unto the Plt what shall be certified to remain due to him as aforesaid, by the time aforesaid, the said Defts are from thenceforth to stand absolutely debarred &c.—Liberty to apply.—See *Becket*

v. *Micklethwaite*, V.-C., 26 Jan. 1821, A. 871; 6 Mad. 199, 202.—Settled by the V.-C.

For foreclosure decree, working out the equities between the Defts, where A. mortgaged his estate to Plt, and afterwards joined B. as surety in a mortgage to Plt of both their estates for a further sum, and A. had died, having devised part of the estates to B., see *Aldworth v. Robinson*, 2 Beav. 287, 1839, A. 874; Fish. Mort. 1127.

NOTES.

A man who as surety mortgages his property as a collateral security for the debt of another, is entitled to redeem the other's estate, and is a necessary party (being interested in the equity of redemption and the account) to a suit to foreclose it: *Stokes v. Clendon*, 3 Swa. 150, n.; and, on paying the debt, is entitled to stand in the place of the mortgagee, and to all the equities which the mortgagee could have enforced, not merely against the principal debtor, but also against all persons claiming under him: *Drew v. Lockett*, 32 Beav. 499; *Bowker v. Bull*, 1 Sim. N.S. 29; *Lancaster v. Evors*, 10 Beav. 154; and the right extends to a surety to the Crown: *Re Lord Churchill, Manisty v. C.*, 39 Ch. D. 174.

So also a surety by covenant or bond only, who has actually paid the debt or a part of it, is equally interested, and equally a necessary party to a foreclosure action against the principal debtor: *Gedye v. Matson*, 25 Beav. 310; *secus*, if he has merely covenanted, and has paid nothing: *Newton v. E. Egmont*, 4 Sim. 574.

But where A. and B. have joined in mortgaging their estates to C. to secure a sum advanced to A. only, and then A. mortgages his estate to C. for a further advance, B. may redeem his estate upon paying off the original mortgage debt, and C. cannot, as against him, hold both estates in respect of the further advance: *Bowker v. Bull*, 1 Sim. N.S. 29; and see *Jones v. Smith*, 2 Ves. j. 372; *Aldworth v. Robinson*, 2 Beav. 287; *Re Kirkwood's Estate*, 1 L. R. Ir. 108; and see *Forbes v. Jackson*, 19 Ch. D. 615.

A surety for repayment of the amount borrowed as one of a series of loans to a policy holder on mortgage of his policies, having been compelled to pay part of the debt, is entitled to have the proceeds of the policies marshalled in order to obtain repayment: *Heyman v. Dubois*, 13 Eq. 158.

A surety for a mortgagor who has paid off the mortgage is entitled to the benefit of, and to have delivered up to him, all securities obtained from the principal debtor by the mortgagee: *Allen v. De Lisle*, 3 Jur. N.S. 928; *Godard v. Whyte*, 2 Giff. 449; but he cannot claim the benefit of an indemnity deed given to him by the mortgagor, and also to stand in the place of the mortgagee in respect of what he has paid upon the mortgage: *Coates v. Jenkins*, 32 Beav. 337; and as against a surety who has paid off the original mortgage debt, the mortgagee cannot tack further advances made subsequently without the consent of the surety; the principle being that the surety in effect bargains that the securities which the creditor takes shall be securities for him if and when he is called on to pay: *Forbes v. Jackson*, 19 Ch. D. 615, citing *Duncan, Fox & Co. v. N. & S. Wales Bank*, 11 Ch. Div. 88; and treating *Williams v. Owen*, 13 Sim. 597; and *Farebrother v. Wodehouse*, 23 Beav. 18, as overruled.

Where a surety joins in a mortgage, if he is discharged from liability on the covenant by reason of alteration of the contract with the principal, the security given by him is also released: *Bolton v. Salmon*, (1891) 2 Ch. 48; and see Fish. Mort. 830; 4th ed. 775 *et seq.*

By 19 & 20 V. c. 97, s. 5, every person who being a surety for the debt or duty of another, or liable with another for any debt or duty, shall pay the debt, &c., is entitled to have assigned to himself, or to a trustee for him, every judgment, specialty, or other security held by the creditor in respect of such debt.

This right extends to a judgment against the principal debtor and sureties after it has been satisfied by payment of the debt by one of the sureties: *Batchellor v. Lawrence*, 9 O. B. N.S. 543.

CHAPTER XLIX.

PARTNERSHIP.



SECTION I.—ENFORCING OR SETTING ASIDE AGREEMENT.

1. *Enforcing Partnership Agreement, with Variations.*

“ DECLARE that the agreement for a co-partnership in the pleadings mentioned, dated &c., is a binding agreement between the parties thereto, and ought to be specifically performed and carried into execution ; and adjudge the same accordingly ; And Let an inquiry be made whether any, and what, variations have been made in the said agreement, by and with the assent of the several parties thereto, since the date thereof ; And Let a proper deed of copartnership between the said parties, in pursuance of the said agreement, be settled by the Judge in case the parties differ ; And in settling such deed regard is to be had to any variations which may appear to have been made in the said agreement on the result of the inquiry hereinbefore directed ; And Let such deed of copartnership, when agreed upon between the said parties, or when so settled, be executed by the several parties thereto.”—Directions as to costs.—Injunction continued.—See *England v. Curling*, M. R., 15 July, 1844, A. 2057 ; 8 Beav. 140.

For decree enforcing a right of pre-emption of a partner's share under the partnership articles in favour of two continuing partners, see *Homfray v. Fothergill*, V.-C. S., 28 Feb. 1866, A. 358 ; 1 Eq. 577.

For decree declaring determination of partnership by effluxion of time, and that the Deft was bound to purchase the share of the Plt therein, and directing the value of the share to be ascertained upon the footing of the articles of partnership, and usual accounts, see *Dinham v. Bradford*, L. C., 28 July, 1869, A. 2472 ; 5 Ch. 519.

For injunction restraining breach of partnership articles by employing a clerk without the Plt's consent, see *Watney v. Trist*, V.-C. H., 6 April, 1876, B. 885 ; 45 L. J. Ch. 412 ; *sup.* Vol. I., p. 592.

2. *Declaration of Title to Share as Partner in Partnership Assets and Profits.*

“ DECLARE that under the terms of the letter of the 8th of June, 1869, the Respondent S. became entitled as a partner with the Appellant to one-eighth share of the O. music-hall and tavern in the pleadings mentioned, and of the profits thereof ; And that the partnership

between them was dissolved at and from the &c. (*date of delivery of statement of defence*), and that the sum of £250 mentioned in the said letter is to be taken as capital brought by the said Respondent S. into the partnership."—Account of receipts and payments, gains and profits; Inquiry as to value of Respondent's share on the &c.; Accounts to be discontinued on payment by the Appellant—in default sale and division of assets.—Directions as to costs, and to remit cause to Chancery Division.—*Syers v. S.*, Lords' Journals, 29 February, 1876, 1 App. Cas. 193.

For declaration that solrs acted for railways as partners equally, with a direction for a certain allowance for separate work, with accounts and inquiries accordingly, see *Webster v. Bray*, 7 Ha. 180. And for like decree, see *Hanslip v. Kitton*, 6 L. T. N.S. 813, varied on appeal, 7 L. T. N.S. 296.

For declaration that the Plt was entitled to one-fifth share of the properties in the pleadings mentioned, subject to an account to be taken of them, and that the partnership was to be considered as dissolved from the date of the notice of dissolution, with usual partnership accounts, costs being reserved, see *Bell v. Barnett*, V.-C. B. 22nd Nov. 1872, A. 3186; 21 W. R. 119.

3. *Setting aside Partnership induced by Misrepresentation— Consequential Relief.*

"DECLARE that the partnership entered into by the deed dated &c. in the pleadings mentioned, is void (and invalid) as between the parties thereto, and that the said deed ought to be set aside, and adjudge the same accordingly; And Let the said partnership deed be, within &c., delivered up to the Plt R. to be cancelled; And Declare that the Deft B., and the estate of W. deceased, in the pleadings named, are bound to pay to the Plt the sum of £—, paid by him as a consideration for a share in the said partnership business, with interest thereon at the rate of £4 p. c. per ann., from the — day of —, the date of the said articles of partnership, down to the time of the repayment thereof; And Declare that the Deft B. and the estate of the said W. deceased, are bound to indemnify the Plt against all the outstanding debts, sums of money, and liabilities, which the Plt has or may become subject and liable to pay for or on account or in respect of the dealings and transactions of the said alleged partnership, or relating thereto; And Let the following &c.:—1. An account of such outstanding debts, sums of money, and liabilities; 2. An account of what is due to the Plt in respect of the said sum of £— and interest; 3. An account of all sums of money which the Plt has already paid for or in respect of the debts, liabilities, dealings, and transactions of the said partnership, with interest thereon at the rate of £4 p. c. per ann. from the respective times the same were advanced or paid by the Plt; And in taking such accounts, the Plt is to give credit for all moneys drawn by him on account of the profits of the said partnership business, with interest thereon at the rate of £4 p. c. per ann. from the respective times the same were drawn out; And the Defts J. &c., the exors of the said W. deceased, not admitting assets of the said W.

sufficient to answer and satisfy what may be due to the Plt on taking the accounts hereinbefore directed, Let the Plt be at liberty to go in under the judgment made in the action, 'In the matter of the estate of W. deceased, *G. v. W.*,' dated &c., to prove for what shall be certified to be due to him on taking the said accounts."—Deft B. to pay Plt's costs of action.—Adjourn &c.—*Rawlins v. Wickham*, V.-C. S., 4 May, 1858, B. 1155; aff. 3 D. & J. 304; and for another form, see *Newbigging v. Adam*, 24 Ch. Div. 582; 13 App. Cas. 308.

For decree declaring an agreement to purchase a share in a partnership void on the ground of misrepresentation, and ordering the agreement to be delivered up to be cancelled, an account to be taken of the business, and other relief, further consideration being dispensed with, see *Charlesworth v. Jennings*, M. R., 6 Dec. 1864, A. 2570, 34 Beav. 96.

For decree setting aside partnership on the ground of unsoundness of the Plt's mind at the time of entering into it, see *Fisher v. Mells*, M. R., 30 June, 1870, A. 1729; 18 Eq. 268, n.

4. *Existence of Partnership declared—Special Declarations as to Separate Property employed in Business—Inquiry as to Partnership Money expended thereon.*

THIS action coming on for trial &c., Declare that a partnership existed between the Plt and Deft as from &c. to &c., and that the Plt and Deft were interested in the assets and profits of the partnership, and liable to the losses thereof in the following proportions, namely, as from the — day &c. to the — day &c., in the proportions of one-fifth to the Plt and the remaining four-fifths to the Deft, and as from the — day &c. to the — day &c., in the proportions of one-fourth to the Plt, the remaining three-fourths to the Deft; And Declare that the said partnership ought to stand and be dissolved as from the said — day &c., and adjudge the same accordingly; And Declare that the mills in the pleadings mentioned, and all other the property employed by the Deft in his business on the — day &c., the date of the commencement of the partnership, were his separate property; And Declare that the said mills, with the plant and machinery existing thereon on the — day &c., and also the leasehold premises comprised in the lease dated &c., were and are the exclusive property of the Deft, and are to be treated as part of the Deft's capital in the said business; Declare that subject to the inquiries hereinafter directed any buildings erected, and any fixed plant or machinery acquired for the purposes of the said business since the — day &c. and now existing, belong to the Deft, and are to be treated as part of the Deft's capital in the said business. Let the following account and inquiry be taken and made:—(1) An account of all dealings and transactions between the Plt and Deft as co-partners, including in such account all dealings with the partnership assets and property since the — day &c.; (2) An inquiry of what the credits, property, and effects now belonging to the said partnership consist; And Let the business of &c., having regard to the declarations aforesaid, be sold with the approbation of the Judge as a going concern. Purchase-money to be paid into Court. Plt and Deft to be at liberty to bid. Sale to be conducted by some solr other

than the solrs of Plt and Deft to be agreed on by parties or appointed by Judge in case of difference; And Let the following further inquiry be made, viz.:—(3) An inquiry whether, having regard to the terms of the partnership and to the purposes for which the expenditure upon the mills and upon the machinery, &c., was made, any and what sum ought to be allowed to the partnership in respect of such expenditure.—Adjourn further consideration.—Liberty to apply.—*Pawsey v. Armstrong*, Kay, J., 4 July, 1881, B. 1851; S. C., 18 Ch. D. 698.

5. Partnership held still existing—Sale as a going Concern.

“THIS Court being of opinion that the memorandum of the — day of — in the pleadings mentioned, and the subsequent dealings of the parties, did not constitute an agreement on the part of the Plt for the sale of the Plt’s share and interest in the L. concern in the pleadings mentioned.”—Judgment for usual partnership accounts, and the said L. works to be sold as a going concern, with the approbation of the Judge &c.—*Horsfall v. Garnett*, V.-C. W., 5 March, 1858, Reg. Min. 249; 6 W. R. 387; and see *Clegg v. Fishwick*, Form 4, *inf.* p. 1801.

For decree setting aside sale of racehorses, and directing an account of dealings, and of horses’ winnings, &c., and sale of unsold horses, and receiver, see *Wycherley v. Barnard*, V.-C. W., 26 Feb. 1858, B. 653.

For decree declaring that a partnership was still subsisting, notwithstanding notice of dissolution, that the Plt having attained the age of twenty-one years, and having exercised his option, &c., was to be deemed a partner from the time he attained twenty-one years upon the terms, &c., and for an account of profits accrued before and after he attained that age, and consequent directions, see *Allhusen v. Borries*, V.-C. M., 27 April, 1867, A. 1163; 15 W. R. 739.

For decree declaring notice of dissolution void, and restraining publication or advertisement of it, and also restraining proceedings under an arbitration clause in the articles, see *Witt v. Corcoran*, V.-C. B., 5 Nov. 1872, B. 2845; 21 W. R. 47.

6. Inquiry as to Existence of Partnership.

“LET an inquiry be made whether or not there was any, and what, partnership existing between G. deceased, in the pleadings named, and the Deft, and if so, when the same commenced, and whether the same ever, and when, determined, and under what circumstances.”—Adjourn &c.—*Haynes v. H.*, V.-C. W., 22 Nov. 1860, A. 2187.

For order for issues as to existence of partnership, and in what shares, see *M’Gregor v. Bainbrigge*, 7 Ha. 164, n., *et sup.*, Vol. I., p. 334.

For order on admissions in the pleadings under O. XXXII. 6, directing an inquiry as to the terms of a partnership and common partnership accounts, see *Thorp v. Holdsworth*, M. R., 12 April, 1876, 3 Ch. D. 642. And see also *Turquand v. Wilson*, V.-C. H., 18 Nov. 1875, B. 1922; 1 Ch. D. 85.

NOTES.

DEFINITION OF PARTNERSHIP.

By the Partnership Act, 1890 (53 & 54 V. c. 39), s. 1 (1), “Partnership” is defined to be “the relation which subsists between persons carrying on a business” (which expression, by s. 45, includes every trade, occupation, or

profession) "in common with a view of profit. (2) But the relation between members of any co. or association which is (a) registered as a co. under the Cos. Act, 1862, or any other Act of Parliament for the time being in force and relating to the registration of joint stock cos.; or (b) formed or incorporated by or in pursuance of any other Act of Parliament, or letters patent, or royal charter; or (c) a co. engaged in working mines within and subject to the jurisdiction of the Stannaries, is not a partnership within the meaning of this Act."

By s. 19, "The mutual right and duties of partners, whether ascertained by agreement or defined by this Act, may be varied by the consent of all the partners, and such consent may be either express or inferred from a course of dealing."

A partnership does not exist between the promoters of an inchoate company: *Bright v. Hutton*, 3 H. L. C. 341; *Hamilton v. Smith*, 7 W. R. 153; though an association of such promoters may be wound up under the Companies Act, 1862, s. 199: *Re Royal Victoria Theatre Syndicate*, 22 W. R. 256; and any promoter may be held liable to make good his representations, as on an agreement for partnership: *Moore and De la Torre's Case*, 18 Eq. 661.

A partnership for carrying on the business of marine insurance is not void, as against the insured, under 30 V. c. 23, s. 7, if the name under which the firm carries on its business is inserted in the policy: *Exp. Hargrove and Co.*, 10 Ch. 542, 553.

And the liability of such a partnership may be proved *aliunde*: *Martin's Claim*, 14 Eq. 148.

Questions relating to the position and liability of partners and quasi-partners usually arise in actions by creditors, and these questions, and the further provisions of the Act of 1890 in reference thereto, have therefore been considered in the notes to Sect. IV., *inf.* p. 1821.

RELIEF IN NATURE OF SPECIFIC PERFORMANCE.

"As a general rule, the Court will not decree specific performance of an agreement to perform and carry on a partnership. There may be exceptions, but very limited exceptions, to this rule, such, for instance, as the Court going the length of decreeing the execution of a deed": *per V.-C. Giffard*, in *Scott v. Rayment*, 7 Eq. 115; see also *Bagnall v. Edwards*, 1 R. 10 Eq. 215; *Sichel v. Mosenthal*, 30 Beav. 371.

Nor will an order be made for carrying on a partnership, except with a view to winding it up: *Richards v. Davies*, 2 R. & M. 347.

But the Court will give effect to an agreement for a partnership which has been executed by the parties if there has been part performance, or if it is necessary in order to do substantial justice between the parties, and will for that purpose direct the execution of a deed: *England v. Curling*, 8 Beav. 129, Form 1, *sup.* p. 1793; *Hibbert v. H.*, Coll. Part. 133; *Buxton v. Lister*, 3 Atk. 385; and see also M. R. in *Sichel v. Mosenthal*, 30 Beav. 371, at p. 376; or execute a trust declared in the partnership agreement: *Dale v. Hamilton*, 2 Ph. 269; or restrain breaches of partnership articles by injunction: *Watney v. Trist*, 45 L. J. Ch. 412, *sup.* p. 592; *Marshall v. Colman*, 2 J. & W. 266 (even though a dissolution be not claimed: *Watney v. Trist*, *sup.*; *Fairthorne v. Weston*, 3 Ha. 387; *Hall v. H.*, 12 Beav. 414); or by ordering moneys wrongfully drawn out to be paid into Court: *Birley v. Kennedy*, 6 N. R. 395.

And as a foundation of a judgment for relief, the Court will declare the existence of a partnership (*Syers v. S.*, 1 App. Cas. 193, *sup.* Form 2, p. 1793; *Webster v. Bray*, 7 Ha. 180, *sup.* p. 1794; *Robinson v. Anderson*, 20 Beav. 104), and decide the construction of a doubtful agreement: *Moore v. Davis*, 11 Ch. D. 261.

A right of pre-emption, secured to surviving or continuing partners by partnership articles, will be enforced: *Homfray v. Fothergill*, 1 Eq. 577, *sup.* p. 1793; even though the prescribed mode of ascertaining the value of the share (if not of the essence of the contract) is impracticable: *Dinham v. Bradford*, 5 Ch. 519, *sup.* p. 1793; but not a right of purchase at a valuation under a separate instrument, where the prescribed method of valuation is of the essence, and the parties refuse to proceed on it: *Vickers v. V.*, 4 Eq. 529; nor a right of sale of goodwill in favour of a retiring partner, where no price is fixed: *Austen v. Boys*, 2 D. & J. 626; nor an agreement to sell "good-

will," unconnected with any fixed interest in the business premises: *Coalake v. Till*, 1 Russ. 376; *Bozon v. Furlow*, 1 Mer. 459; although, after an assignment of goodwill by a retiring partner, the purchasing partner will be protected by injunction: *Churton v. Douglas*, Joh. 174.

And on the subject of goodwill see *Scott v. Rowland*, 26 L. T. N.S. 391; 20 W. R. 508; *Burfield v. Rouch*, 31 Beav. 241; *Robertson v. Quiddington*, 28 Beav. 529; *Smith v. Everett*, 27 Beav. 456; *Davies v. Hodgson*, 25 Beav. 177.

As to contracts for the sale or purchase of shares in cos., *v. Chap. L.*, "SPECIFIC PERFORMANCE," pp. 1835, 1836.

Though the continuance of a partnership will not be ordered, a dissolution will be declared void if unauthorized by the articles of partnership: *Witt v. Corcoran*, 21 W. R. 47; *sup.* p. 1796; or in fraud of the trustee in bankruptcy of a partner: *Exp. Warden*, 21 W. R. 51 (and see *Whitmore v. Mason*, 2 J. & H. 204); or in fraud of third parties: *Allhusen v. Borries*, 15 W. R. 39; *sup.* p. 1796.

RESCISSION.

Where a partnership is entered into under circumstances of fraud, the person defrauded may seek equitable relief, and damages at law as well: *Bawlins v. Wickham*, 3 De G. & J. 304; and is entitled, at his option, either to have the partnership set aside *ab initio*, or dissolved on the ground of the fraud, and any premium paid by him, or some part of it, returned: *Jauncy v. Knowles*, 29 L. J. Ch. 95; 1 L. T. N.S. 116.

Where a partnership contract was induced by misrepresentation without fraud, the right to rescission, in the absence of laches, was held to be not affected by the fact that the insolvency of the business had increased so that *restitutio in integrum* was impossible; and the other partners being estopped from saying that the party misled was a member of the firm could not recover against him for money lent and goods sold by them to the partnership: *Adam v. Newbigging*, 13 App. Cas. 308; *S. C.*, 34 Ch. Div. 582; and he had, as a consequence of the rescission, and not by way of damages, a right to be indemnified against the debts and liabilities of the partnership, though he might not have been able to maintain an action of deceit; *Newbigging v. Adam*, 34 Ch. Div. 582; but see *S. C.*, 13 App. Cas. 308.

By the Partnership Act, 1890, s. 41, where a partnership contract is rescinded on the ground of the fraud or misrepresentation of one of the parties thereto, the party entitled to rescind is, without prejudice to any other right, entitled—(a) to a lien on, or right of retention of, the surplus of the partnership assets, after satisfying the partnership liabilities, for any sum of money paid by him for the purchase of a share in the partnership and for any capital contributed by him: see *Mycock v. Beaton*, 13 Ch. D. 384; and is (b) to stand in the place of the creditors of the firm for any payments made by him in respect of the partnership liabilities; and (c) to be indemnified, by the person guilty of the fraud or making the representation, against all the debts and liabilities of the firm.

As to return of premium, see *Bullock v. Crockett*, 3 Giff. N.S. 507; and *inf.* pp. 1803, 1810.

DURATION OF PARTNERSHIP.

By the Partnership Act, 1890, s. 26, "(1) Where no fixed term has been agreed upon for the duration of the partnership, any partner may determine the partnership at any time on giving notice of his intention so to do to all the other partners. (2) Where the partnership has originally been constituted by deed, a notice in writing, signed by the partner giving it, shall be sufficient for this purpose."

And by sect. 27 (1), "Where a partnership entered into for a fixed term is continued after the term has expired, and without any express new agreement, the rights and duties of the partners remain the same as they were at the expiration of the term, so far as is consistent with a partnership at will; (2) a continuance of the business by the partners, or such of them as habitually acted therein, without any settlement or liquidation of the partnership affairs, is presumed to be a continuance of the partnership."

These sections are declaratory of the existing law: see *Burdon v. Barkus*, 4 D. F. & J. 42; per Lord Eldon, in *Crawshay v. Maule*, 1 Sw. 508; *Parsons v. Hayward*, 4 D. F. & J. 474; *Gillett v. Thornton*, 19 Eq. 599.

In the case of a continuation of a partnership after the expiration of the term, it is implied that each partner has the right, when acting *bonâ fide*, and not for the purpose of obtaining an undue advantage, instantly to determine the partnership: *Neilson v. Mossend Iron Co.*, 11 App. Cas. 298; and articles relating to dissolution, or otherwise inapplicable, will not be deemed to continue in force: *Hogg v. H.*, 35 L. T. N.S. 792; *Clark v. Leach*, 1 D. J. & S. 409.

Nor a clause limiting a period of three months before the expiration of the original term for arrangements in reference to the continuance of the partnership: *Neilson v. Mossend Iron Co.*, 11 App. Cas. 298.

But a provision that, on the decease of a partner, the surviving partner should pay his exors a sum for goodwill has been held consistent with a partnership at will: *Cox v. Willoughby*, 13 Ch. D. 863.

And so a provision giving one of the partners an option of purchase at the end of the partnership term: *Daw v. Herring*, (1892) 1 Ch. 284; but a provision for purchase of the share of a deceased partner was not applicable where the partnership was carried on solely for winding-up: *Myers v. M.*, 60 L. J. Ch. 311.

Where a new partner comes into an existing partnership, without more, he does so on the existing terms: *Austen v. Boys*, 24 Beav. 598; 8 L. T. N.S. 40; but it is a question of evidence, whether, for the purposes of the firm so formed, the old partnership is to be considered as more than one partner or not: *Warner v. Smith*, 8 L. T. N.S. 221; but (see Partnership Act, 1890, s. 17) a person who is admitted as a partner into an existing firm does not thereby become liable to the creditors of the firm for anything done before he became a partner.

SECTION II.—ACCOUNT—SALE—DISSOLUTION.

1. *Account of Dealings and Transactions.*

LET an account be taken of all partnership dealings and transactions between the Plt and the Deft (from the — day of —); And Let what, upon taking the said account, shall be certified to be due from either of the said parties to the other of them be within (one month) from the date of the Chief Clerk's certificate, paid by the party from whom to the party to whom the same shall be certified to be due [or, Adjourn further consideration &c.].—Liberty to apply.

2. *House, &c., where Business was carried on, declared Partnership Assets—Sale and Accounts—Receiver.*

“DECLARE, that the leasehold house &c., at &c., in the pleadings mentioned, and comprised in the indenture of lease dated &c., and in the indenture of assignment dated &c., and wherein the partnership between the Plt and the Deft has been carried on, are assets of the said partnership; And Let the said leasehold premises, together with the trade fittings and fixtures thereon, be sold with the approbation of the Judge.”—Money to be paid into Court.—Account of partnership

dealings and transactions.—Adjourn &c.—Liberty to apply in Chambers for receiver.—*Raiker v. Pike*, V.-C. S., 2 July, 1857, B. 1360.

For decree declaring that an inalienable contract with the Postmaster-General was a portion of the partnership assets, and that the Plt and Deft were entitled to the profits in certain shares and proportions, and directing an account of the partnership estate, and that, in taking such account, the Deft was to be debited with the Plt's share of the value of the contract, see *Ambler v. Bolton*, M. R., 22 July, 1872, A. 2371; 14 Eq. 430.

For decree declaring that, notwithstanding account and voucher signed by him, Plt was entitled to his share of the goodwill, and giving liberty to surcharge and falsify the account so signed, and directing sale or payment of the value of the goodwill by Defts at their option, see *Barrow v. B.*, M. R., 25 Nov. 1872, A. 2961; 27 L. T. N.S. 433.

For form of advertisement of sale of goodwill, where a surviving partner intends to carry on a similar business, see *Johnson v. Helley*, L.J.J., 21 Dec. 1864; 2 D. J. & S. 446; 13 W. R. 38.

And for inquiries as to goodwill, see *Smith v. Everett*, 27 Beav. 456; and see decree in *Cook v. Collingridge*, *Ib.*; and for order, on appeal, striking out a direction to include goodwill in the account, see *Stewart v. Gladstone*, C. A., 4 March, 1879, B. 619; 10 Ch. 626.

For decree declaring that the words "stock belonging to the partnership" of a firm of ironmasters included and denoted the partnership business, and the iron works, with all the houses, lands, mines, and premises adjoining and belonging to the partnership, together with the machinery and apparatus attached thereto, and all the stock-in-trade, implements, tools, and other property belonging to the business, and that the exclusive right to use the trade-mark belonging to the partnership was part of the property of the partnership, and ought to be included in the valuation, and that the goodwill of the business of the partnership ought also to be valued, and was to be valued on the footing of the surviving partner being at liberty to set up and carry on the same business as that of the partnership, see *Hall v. Barrows*, L. C., 21 Dec. 1863; 4 D. J. & S. 160; 3 N. R. 263; followed in *Reynolds v. Bullock*, 47 L. J. Ch. 773; 39 L. T. N.S. 443; 26 W. R. 678; and see *Levy v. Walker*, 10 Ch. Div. 436.

For decree, in suit by one of surviving partners of a firm of solrs against the exors of a deceased partner and the other survivors, continuing the receiver appointed by a former order, and for winding up the partnership and taking the accounts, and as to the right of the exors and surviving partners to the account books, letter books, deeds and papers belonging to the deceased, in respect of business originally carried on by him alone, or as member of former firms, and the other papers, with directions as to the custody and delivery of the papers, &c., subject to any directions of the clients, and without prejudice to any existing lien, and if necessary for an inquiry how they ought to be disposed of, and directions for the receiver to make out bills of costs, and get in the debts of the partnership, see *Rawlinson v. Moss*, V.-C. W., 23 March, 1861, B. 670; and for further order as to the right to papers, &c., *S. C.*, V.-C. W., 21 June, 1861, B. 1337; 9 W. R. 733, *sup.* Vol. I., pp. 642, 643.

For decree directing partnership accounts of a firm of bankers, where the accounts had been kept at compound interest and simple interest was ordered, see *Bate v. Robins*, M. R., 12 Feb. 1863, A. 1279; 32 Beav. 85.

For decree directing partnership accounts of six successive banking firms, declaring that their liability was regulated by a special deed of trust by way of indemnity, and directing an inquiry as to the commencement and termination of the first of such partnerships, and the relative shares and interests of the partners therein; an account of the rents, interest, and proceeds of the real and personal estate comprised in the trust deed, and the like accounts as to the five other partnerships; an inquiry whether anything, and what, was due on the security of the deed, and whether any, and what, property was now subject to the trusts of it; an inquiry whether anything, and what, was due from or to each of the six partnerships respectively, and a declaration that the several co-partners during the respective periods of the six partnerships were jointly and severally liable for the sums which should be found due from them, with directions as to payment, see *Mann v. Kendall*, V.-C. G.,

3 July, 1868, B. 2121. And see subsequent order on appeal as to mode of taking accounts, L. J. G., 11 March, 1870, B. 854.

For decree winding up a partnership in Hayti, and taking accounts of agency transactions between the partnership and a Liverpool firm, see *Muunder v. Lloyd*, V.-C. W., 24 Nov. 1862, B. 2333; 2 J. & H. 727.

For declarations as to the mode of taking accounts of a partnership of commission and general agents, and an order directing a reference to accountants to ascertain and certify what was due from or to the Plt and Defts respectively, having regard to such declarations, with liberty to state any circumstances explanatory of their conclusions, and adjourning further consideration to be heard before the Court of Appeal in Chancery, after the said accountants should have made their report, see *Croker v. Krefz*, L. C., 1 July, 1865, A. 1883; 13 L. T. N.S. 141.

3. Dissolution—Accounts.

“DECLARE that the partnership in the pleadings mentioned between the Plt and the Deft ought to stand and be dissolved as from the date of this judgment [*or from the — day of —, the day on which this action was commenced*]; and adjudge the same accordingly; And Let the following &c.:—1. An account of all dealings and transactions between the Plt and the Deft as co-partners; 2. An inquiry of what the credits, property, and effects now belonging to the said partnership consist.”—Any settled account not to be disturbed.—Adjourn &c.—*Lucas v. Cutts*, V.-C. S., 24 Feb. 1853, B. 475.

For dissolution from date of filing of bill, Deft having absconded, see *Bland v. Gayford*, V.-C. S., 10 March, 1871, B. 732.

For dissolution from date of decree in suit by a lunatic and his committee, with liberty to surcharge and falsify, see *Clinch v. C.*, M. R., 13 Jan. 1871, A. 73.

For an order staying proceedings until further order under the C. L. P. Act, 1852, where a partnership has been dissolved by an elaborate agreement containing a provision for arbitration, with liberty to both parties to apply, if no award were made before a day named, and liberty to apply as to costs of application and of suit, see *Kitchen v. Turnbull*, L. C., 15 Dec. 1871, A. 3196; 20 W. R. 254.

For injunction restraining breach of agreement for dissolution, see *Scott v. S.*, V.-C. W., 13 Dec. 1866, 16 L. T. N.S. 143.

For interlocutory injunction restraining drawing out of capital by the Deft partner pending a suit for dissolution, see *Lemann v. Berger*, V.-C. H., 24 Feb. 1876, B. 530, *sup.* Vol. I., Form 2, p. 589; *Garrett v. Moore*, Form 8, p. 591, M.S.

For injunction to restrain one partner from employing the assets or pledging the credit of the partnership in carrying on business in the former partnership premises, under a lease in the renewal of which his co-partner had refused to concur, see *Clements v. Norris*, 20 Feb. 1878, A. 414; 8 Ch. Div. 129.

4. Dissolution from Time of Notice—Renewed Lease, Partnership Assets—Accounts—Inquiry as to most beneficial Mode of Sale, and if as a going Concern, or as wound up—Sale.

“DECLARE that the partnership in the pleadings mentioned, called the — Co., is to be deemed dissolved as from the — day of —, the date of the notice of dissolution given by Messrs. —, as the solrs, and on behalf of the Defts F. and M., as in the pleadings mentioned; And

Declare, that the renewed leases of the freehold mines, lands, and premises in such leases respectively comprised, granted by &c., the respective lessors to the Defts, dated respectively &c., are in equity assets of the said partnership firm; And Let the following &c.:—1. An account of the partnership dealings between &c., all severally deceased, and the Plt and the Defts respectively, since the grant by &c. of the lease dated &c., and including in such account all dealings with the partnership assets, property, and estates, since the date of the dissolution; 2. An inquiry of what the partnership estates, property, and effects now consist [and in what manner, and upon what terms and conditions, the same may be sold most beneficially for all parties interested therein, and whether as a going concern, or as one finally wound up]; 3. And Let the said partnership estate, property, and effects, be sold, with the approbation of the Judge, in such manner and upon such terms and conditions as shall appear to be most beneficial for the parties interested therein.”—Receiver.—Adjourn &c.—*Clegg v. Fishwick*, M. R., 2 June, 1852, A. 1103; and see *Cooke v. Collingridge*, Jac. 621. The above decree was appealed from, and an order taken by arrangement; and see Form 20, Vol. I., p. 643; *Lee v. Jones*, 3 Jur. N.S. 954; also *Page v. Slade*, 33 W. R. 701; 52 L. T. N.S. 961; following *Class v. Marshall*, North, J., 33 W. R. 409, omitting the words in brackets at the end of inquiry 2.

For similar decree, with direction for receiver to pay proceeds of sale into Court, the same to be apportioned in Chambers, having regard to result of accounts, and for payment; and restraining Deft from incurring any liability in respect of the partnership, see *Gregory v. Halford*, V.-C. M., 31 Jan. 1871, A. 260.

For an inquiry whether either of the parties had sustained any and what damages by reason of alleged breaches of the partnership articles, or misconduct on the part of the other, which the other ought to pay, see *Fairlie v. Bunbury*, V.-C. H., 20 July, 1876, A. 1514; *Marshall v. M.*, V.-C. B., 28 Jan. 1871, B. 220.

For decree for dissolution of a firm of colliery owners, with inquiries whether any, and what, sum ought to be allowed to the Deft in respect of expenditure upon the partnership property, and upon what footing the plant and stock-in-trade was to be valued, and directing valuation accordingly, and a sum to be fixed as a “tentale” rent, see *Burdon v. Barkus*, V.-C. S., 13 Dec. 1861, A. 2334; 3 Giff. 433; 5 L. T. N.S. 573.

For decree declaring partnership dissolved, on notice given to a lunatic partner, as from a day therein mentioned, with inquiry as to the value of the goodwill of a banking business, and special directions and allowances, see *Mellersh v. Keen*, 27 Beav. 241.

For order directing the Plt and Defts respectively to be credited with simple interest on the balances due to them respectively from the partnership on the day of the dissolution (or on so much of such balances as might not afterwards have been satisfied) at the rate of £5 p. c. per ann., without rests, see *Barfield v. Loughborough*, L. C., 5 Nov. 1872, A. 2722; 8 Ch. 8.

For order on further consideration, declaring that the debts and liabilities of the partnership, except the salary of one Deft, an infant partner, ought to be paid and discharged out of the partnership assets, the losses to be borne by the Plt and the other Deft, and that the same Deft was liable to pay to the Plt any deficiency resulting from a realisation of the assets, after paying the debts, and order that he pay the same, the salary of the Deft the infant partner, being disclaimed by him, not to be paid, see *Wright v. Tanner*, V.-C. S., 9 March, 1869, B. 908; 20 L. T. N.S. 431.

For an order, when business had been carried on after the date of the decree for dissolution and sale, until a sale could be effected, declaring that

interest ought not to be allowed upon the amounts of the partners' capital at the date of the decree, and directing division and apportionment of funds in Court accordingly, see *Watney v. Wells*, L. C., 7 Feb. 1867, B. 601; 2 Ch. 264.

5. Sale as Going Concern.

"LET the business of grocers &c., carried on at &c. by the Plt and Defts under the style or firm of &c., with the goodwill, assets, and effects thereof, be sold as a going concern, with the approbation of the Judge, and the Plt and Defts are respectively to be at liberty to bid at such sale."—Direction for payment of purchase-money into Court.—*Metcalf v. Briggs*, V.-C. M., 17 May, 1877, B. 1290.

For subsequent order, allowing the Plt as purchaser at the price of £—, and giving directions for payment of purchase-money, see *S. C.*, V.-C. M., 21 June, 1877, B. 1877.

6. Return of Premium—Occupation Rent.

"DECLARE that the Plt is entitled to be credited in account with a return of a proportionate part of the premium of £— calculated according to the shortened term mentioned in the memorandum of &c. in the pleadings mentioned, together with interest at the rate of £4 p. c. per ann. from the — of —; And Let &c.—1. An account of what is due to the Plt in respect of the proportionate part of the said sum of £— and interest"—2. Account of partnership dealings and transactions—3. "An inquiry whether any, and what, occupation rent should be charged against the Deft in respect of his occupation of the leasehold premises and fixtures in the pleadings mentioned since the said — of —."—No costs on either side.—Adjourn &c.—*Wilson v. Johnstone*, V.-C. W., 30 July, 1873, B. 2405; 16 Eq. 613.

For declaration that the Plt was entitled to a return of such a part of the premium as bore the same proportion to the total amount of premium paid by him, as the unexpired period of the term of seven years bore to the whole term, see *Atwood v. Maude*, L. C. & L. J. S., 11 March, 1868, A. 686; *S. C.*, 3 Ch. 369; and see also *Pease v. Hewitt*, M. R., 23 April, 1862, B. 744; 31 Beav. 22.

And for a similar decree, where the premium was partly paid, declaring that the Plt ought to be debited with the unpaid portion, and credited with such a proportion of the whole premium as was reasonable and proper, having regard to the fact that, &c., and directing an inquiry what would be a proper sum to be so credited to the Plt, see *McKenna v. Parkes*, V.-C. K., 26 Nov. 1866, B. 2560; 15 W. R. 217; 15 L. T. N.S. 500.

7. Further Consideration—Premium—Plaintiff entitled to Stock-in-Trade, &c.—Indemnity to Defendant.

THIS action coming on for further consideration &c., Declare that the Plt is entitled to the whole of the premium of £500 in the agreement dated &c. mentioned and unpaid; Let the Deft pay to the Plt £96:2s.7d., being the balance of the said £500, after deducting £227:5s. certified to be due to the Deft on account of capital

brought in by the Deft, and £176 : 12s. 5d., the one-eighth share of the Deft in the profits of the partnership business in the pleadings mentioned; Declare that the Plt is entitled to the stock-in-trade and goodwill of the said business; And Let the Plt indemnify the Deft against all costs and against all the debts certified to be due from the said partnership.—Liberty to Deft to apply in Chambers as to such indemnity.—*Bluck v. Capstick*, Fry, J., 29 July, 1879, A. 2159; S. C., 12 Ch. D. 863.

NOTES.

JURISDICTION.

There are "three circumstances any one of which will give jurisdiction to the tribunals of the country to take cognizance of the matter. The first is where the Deft is within the jurisdiction of the Court. The second is, where the subject-matter in dispute is situate within the jurisdiction of the Court. And the third is, where the contract in question was entered into within the jurisdiction of the Court. By the word 'jurisdiction' I mean territorial jurisdiction, the topographical limits within which the compulsory process of the Court operates." M. R., in *Cookney v. Anderson*, 31 Beav. 462; and see S. C., 1 D. J. & S. 365; *Maunder v. Lloyd*, 2 J. & H. 718; O. XI. 1, 2. Although the decision of L. C. Westbury in *Cookney v. Anderson*, 1 D. J. & S. 365, was not followed in *Drummond v. D.*, 2 Ch. 32, the principles above stated remain unaffected.

As to service of writ on a foreign partnership carrying on business in this country, v. *sup.* Vol. I. pp. 15, 16.

As to transfer of an action for partnership accounts from the Queen's Bench Division to Chancery Division on the ground that the Queen's Bench Division has not suitable machinery for taking such accounts, see *Leslie v. Clifford*, 50 L. T. N.S. 590; *sup.* Vol. I., p. 699.

ACCOUNT.

Right to General Account.—*Semble*, the right to have an account of a partnership taken by the Court is barred in all cases in six years from the date of dissolution or determination of the partnership: *Knox v. Gye*, L. R. 5 H. L. 656; *Noyes v. Crawley*, 10 Ch. D. 31; but see *Millington v. Holland*, 18 W. R. 184; *Miller v. M.*, 8 Eq. 499.

And generally, by analogy to the Statute of Limitations, a partner cannot sue in respect of his interest after non-claim during a period of six years: *Rule v. Jewell*, 18 Ch. D. 660; but time does not begin to run against him until there has been some act of exclusion on the part of the firm: *Barton v. N. Staffordshire Ry. Co.*, 38 Ch. D. 458; *e. g.*, a forfeiture of his shares, though not regularly made: *Rule v. Jewell*, *sup.*

A suit for a general account of a partnership can only be sustained with a view to a dissolution: *Loscombe v. Russell*, 4 Sim. 8; unless the Deft has improperly attempted to force the Plt to a dissolution: *Fairthorne v. Weston*, 3 Ha. 387; or unless all the partners cannot be made parties: *Wallworth v. Holt*, 4 My. & C. 619; but a suit may be brought for an account of past partnership transactions, or a particular transaction, without claiming a dissolution: *Richards v. Davies*, 2 Russ. & M. 347; *Fawcett v. Whitehouse*, 1 Russ. & M. 132; *Piercy v. Fynney*, 12 Eq. 69.

In taking the accounts, the uniform custom of the partnership will be followed, either as putting a construction upon the partnership articles, or as evidence of an agreement between the partners: *Exp. Barber*, 5 Ch. 687; *Coventry v. Barclay*, 3 D. J. & S. 320; *Hunter v. Dowling*, (1893) 1 Ch. 391.

Semble, the books of the partnership are admissible in evidence for and against partners, and their estates: *Lodge v. Prichard*, 3 D. M. & G. 906; *Lindl.* 5th ed. 536.

Whether under an order for ordinary accounts and inquiries relating to partnership dealings and transactions a question of fraudulent withdrawal of moneys, and a claim for interest thereon, might not be raised, *quære*: *Barber*

v. Mackrell, 12 Ch. D. 534; observing on *Job v. J.*, 6 Ch. D. 562; and *Mayer v. Murray*, 8 Ch. D. 424.

Duty of Partners to account.—By the Partnership Act, 1890, s. 28, "partners are bound to render true accounts and full information of all things affecting the partnership to any partner or his legal representatives."

By s. 29, "(1.) Every partner must account to the firm for any benefit derived by him without the consent of the other partners from any transaction concerning the partnership, or from any use by him of the partnership property, name, or business connection; (2.) This section applies also to transactions undertaken after a partnership has been dissolved by the death of a partner, and before the affairs thereof have been completely wound up, either by any surviving partner or by the representatives of the deceased partner."

By s. 30, if a partner, without the consent of the other partners, carries on any business of the same nature as and competing with that of the firm, he must account for and pay over to the firm all profits made by him in that business.

Where a partner received a gratuity for business arising out of partnership business, this was held assets of the partnership: *Hancock v. Heaton*, 30 L. T. N.S. 592; so, too, were the offices of clerk to guardians of the poor, registrar of births, steward of a manor, and treasurer of turnpike trusts, under special circumstances: *Collins v. Jackson*, 31 Beav. 645; so, too, was the increase in value of the fixed plant of a partnership, which had been taken over from a partner at a valuation, and entered at that figure in the books: *Robinson v. Ashton*, 20 Eq. 25; and a mortgage of partnership property by a partner, to secure a private debt, where the mortgagee had notice that the property comprised in the mortgage was partnership property, was postponed to the claim of the other partner for the amount due on taking the partnership account: *Cavander v. Bulteel*, 9 Ch. 79.

But where a partner purchased a chattel on his own account with partnership money, it was held that the partnership had no lien: *Walton v. Butler*, 29 Beav. 428; and a lease of the partnership premises, acquired before the commencement of the partnership, and including other property, was held not to be assets of the partnership: *Burdon v. Barkus*, 3 Giff. 412; and an account cannot be obtained of profits made by a partner in a separate trade (not carried on in rivalry with the partnership business, nor derived from his connection with it) in breach of a covenant in the partnership articles not directly or indirectly to engage in any business other than that of the partnership: *Aas v. Benham*, (1891) 2 Ch. (C. A.) 294; following *Dean v. McDowell*, 26 W. R. 486; 8 Ch. D. 345 (the contrary statement in *Story*, Eq. Jur. § 667; Coll. Part. 165; Bisset, 134, not being supported by *Somerville v. Mackay*, 16 Ves. 382, which is referred to as an authority for it).

A partner in possession of partnership property is not obliged to account for rents and profits on the footing of wilful default: *Rowe v. Wood*, 2 Jac. & W. 556.

But one partner may have a demand against another for compensation for negligence or fraud: *Bury v. Allen*, 1 Col. 589; *Marshall v. M.*, V.-C. B., 25 Jan. 1871.

In the absence of fraud or special circumstances, a partner will not be compelled, in a suit for account or dissolution, to make discovery of the general partnership accounts before the hearing: *White v. Barker*, 5 D. & Sm. 746; *Lockett v. L.*, 4 Ch. 336.

Profits, ascertainment of.—The proper mode of ascertaining profits is, to ascertain the value of the partnership property, and deduct the original capital of the partners (with interest thereon if necessary): *Dinham v. Bradford*, 5 Ch. 519.

Where the partners had treated their respective shares of declared or estimated profits of each year as accretions to capital, it was held that the profits of the last year of the partnership could not be so treated, and that surplus assets should be distributed by paying to each partner his claims in respect of capital standing to his account at the dissolution, and the residue or deficiency would be profits or losses, in either case divisible in the agreed

proportions: *Binney v. Mutrie*, 12 App. Cas. 160, 165, 166 (where the form of judgment is fully stated).

As to the principles on which the accounts of a trading co. should be kept, and profits ascertained and carried to profit and loss account, see *Lubbock v. British Bk. of S. America*, (1892) 2 Ch. 198; *Bolton v. Natal Land Co.*, (1892) 2 Ch. 124.

The presumption that, in the absence of express stipulation, losses must be borne in the proportion in which profits are shared, does not apply to persons who have only an indirect participation in profits, e.g., participating policy holders of an insurance co.: *Re Albion Ass. Soc., Exp. Brown*, 16 Ch. Div. 83.

Construction of Partnership Articles.—For construction of partnership articles, or of phrases therein, in suits for account or dissolution, see as follows:—

- where no share of assets specified: *Nelson v. Bealby*, 5 L. T. N.S. 736 (and see *Nowell v. N.*, 7 Eq. 538);
- option of purchasing premises, “taking the lease according to the then value thereof”: *Burfield v. Rouch*, 31 Beav. 241;
- share of deceased partner, “with interest thereon in lieu of profits”: *Browning v. B.*, 31 Beav. 317;
- “the said fourteenth share of the profits should not be less than £500 per ann.”: *Croker v. Kreeft*, 13 L. T. N.S. 136;
- “do any act to the discredit or injury of such co-partnership”: *Snow v. Milford*, 13 L. T. N.S. 142;
- indemnity against partnership liabilities: *Grylls v. G.*, 18 W. R. 85;
- “accounts not to be re-opened unless some manifest error to the amount of £100 be discovered”: *Exp. Barber*, 5 Ch. 687;
- “not directly or indirectly engage in any other business”: *Cooper v. Page*, 34 L. T. N.S. 90;
- “partnership property and effects”: *Reynolds v. Bullock*, 47 L. J. Ch. 773; 39 L. T. N.S. 443; 26 W. R. 678.
- “sums brought in in cash”: *Wood v. Scoles*, 1 Ch. 369.
- share taken at “amount appearing in last annual balance-sheet signed previously to date of retirement or death.”: *Hunter v. Dowling*, (1893) 1 Ch. 391.

Upon the construction of a clause providing for payment off of a deceased partner's share by instalments, interest was to be calculated on the “whole principal unpaid,” and not separably on each instalment, although the latter was the nearest antecedent to the words “with interest thereon”: *Ewing v. E.*, 8 App. Cas. 822.

Where the articles provided that if the business should not be conducted to the satisfaction of one partner, he should have power to give notice to the other to determine the partnership, such power was held to be exercisable at the will and pleasure of the former: *Russell v. R.*, 14 Ch. D. 471.

A partner, even in the case of a banking business, has no power to accept shares in a co., though fully paid up, in satisfaction of a debt due to the firm, nor can the Court confer any such power on a receiver in a partnership action: *Niemann v. N.*, 43 Ch. Div. 198; explaining and distinguishing *Weikersheim's Case*, L. R. 8 Ch. 831.

RIGHTS OF ASSIGNEE.

By the Partnership Act, 1890, s. 24, sub-s. 6, no person may be introduced as a partner without the consent of all the partners.

By s. 31, “(1) an assignment by any partner of his share in the partnership, either absolute, or by way of mortgage, or redeemable charge, does not, as against the other partners, entitle the assignee, during the continuance of the partnership, to interfere in the management or admon of the partnership business or affairs, or to require any accounts of the partnership transactions, or to inspect the partnership books, but entitles the assignee only to receive the share of profits to which the assigning partner would otherwise be entitled, and the assignee must accept the account of profits agreed to by the partners. (2) In case of a dissolution of the partnership, whether as respects all the partners, or as respects the assigning partner, the assignee is entitled

to receive the share of the partnership assets to which the assigning partner is entitled, as between himself and the other partners, and, for the purpose of ascertaining that share, to an account as from the date of the dissolution."

An assignment by one partner of his interest to another, without dissolving the transaction to the third partner, is not in itself illegal: *Cassels v. Stewart*, 6 App. Cas. 64.

DISSOLUTION.

By the Partnership Act, 1890, s. 32, "subject to any agreement between the partners, a partnership is dissolved: (a) if entered into for a fixed term, by the expiration of that term; (b) if entered into for a single adventure or undertaking, by the termination of that adventure or undertaking; (c) if entered into for an undefined time, by any partner giving notice to the other or others of his intention to dissolve the partnership. In the last-mentioned case the partnership is dissolved as from the date mentioned in the notice as the date of dissolution, or, if no date is so mentioned, as from the date of the communication of the notice": see *Mellersh v. Keen*, 27 Beav. 236.

By s. 33, "(1) subject to any agreement between the partners, every partnership is dissolved, as regards all the partners, by the death or bankruptcy of any partner. (2) A partnership may, at the option of the other partners, be dissolved if any partner suffers his share of the partnership property to be charged under this Act for his separate debt."

As to the effect of the death or bankruptcy of a partner, *v. inf.* p. 1816 *et seq.*; and for the provisions of s. 23, as to charging the share of a partner in execution of a judgment, *v. sup.* Vol. I. p. 372, and *inf.* p. 1826.

Where partnership effects are seized, under an execution against a partner, and sold to a stranger, the partnership is dissolved, but not if the sale was to a partner purchasing with partnership moneys (though the purchase might be set aside), and *quære* whether so if he purchased with his own money: *Helmere v. Smith*, 35 Ch. Div. 436.

By s. 34, "a partnership is, in every case, dissolved by the happening of any event which makes it unlawful for the business of the firm to be carried on, or for the members of the firm to carry it on in partnership."

As to injunction restraining breach of agreement for dissolution, see *Turner v. Major*, 3 Giff. 442; *Scott v. Rowland*, 26 L. T. N.S. 391; *et sup.* Vol. I., pp. 544, 592.

A partnership at will has been held to be dissolved by commencing a suit for dissolution: *Shepherd v. Allen*, 33 Beav. 577; or by the terms of an answer in Chancery: *Syers v. S.*, 1 App. Cas. 174.

A partnership for a term may be dissolved on notice in accordance with a provision in the articles, although the partner to whom the notice is given is a lunatic: *Jones v. Lloyd*, 18 Eq. 265; *Robertson v. Lockie*, 15 Sim. 285. And as to a clause conferring power of expulsion of partners, see *Clark v. Hart*, 6 H. L. C. 633; *Wood v. W.*, 9 Ex. 190; *Cooper v. Page*, 34 L. T. N.S. 90; *Stewart v. Gladstone*, 10 Ch. Div. 626.

And as to dissolution on notice by one partner, when another has grossly misconducted himself, see *Essell v. Hayward*, 30 Beav. 158.

DISSOLUTION BY JUDGMENT OF THE COURT.

By the Partnership Act, 1890, s. 35, "On application by a partner the Court may decree a dissolution of the partnership in any of the following cases: (a) When a partner is found lunatic by inquisition, or in Scotland by cognition, or is shown to the satisfaction of the Court to be of permanently unsound mind, in either of which cases the application may be made as well on behalf of that partner by his committee or next friend, or person having title to intervene, as by any other partner; (b) when a partner, other than the partner suing, becomes in any other way permanently incapable of performing his part of the partnership contract; (c) when a partner, other than the partner suing, has been guilty of such conduct as, in the opinion of the Court, regard being had to the nature of the business, is calculated to prejudicially affect the carrying on of the business; (d) when a partner, other than the partner suing, wilfully or persistently commits a breach of the partner-

ship agreement, or otherwise so conducts himself in matters relating to the partnership business that it is not reasonably practicable for the other partner or partners to carry on the business in partnership with him; (e) when the business of the partnership can only be carried on at a loss; (f) whenever in any case circumstances have arisen which, in the opinion of the Court, render it just and equitable that the partnership be dissolved."

That sub-a. (a) as to insanity is declaratory, see *Jones v. Lloyd*, 18 Eq. 265; *Rowlands v. Williams*, 30 Beav. 302; *Sadler v. Lee*, 6 Beav. 324; *Jones v. Noy*, 2 My. & K. 125. The insanity must not be merely temporary, though a lucid interval will not affect the question: *Whitwell v. Arthur*, 35 Beav. 140; *Sayer v. Bennett*, 1 Cox, 107.

Whether a final judgment can be made until a committee is appointed, *quære*: *Jones v. Lloyd*, 18 Eq. 272.

An order dissolving a partnership might also be made under the Lunacy Regulation Act, 16 & 17 V. c. 70, s. 123; and now under Lunacy Act, 1890, s. 119.

For cases in which, previously to the Act, the Court has ordered a dissolution:—

on the ground of serious misconduct of the Deft, see *Wray v. Hutchinson*, 2 My. & K. 235; *Bluck v. Capstick*, 12 Ch. D. 863; *Yates v. Cousins*, 60 L. T. N.S. 535; W. N. (89) 57; *contra*, *Anderson v. A.*, 25 Beav. 190; *Cheeseman v. Price*, 35 Beav. 142; *Lindl.* 227;

on the ground of incompatibility of temper, or misconduct on both sides, see *Watney v. Wells*, 30 Beav. 56; *Pease v. Hewitt*, 31 Beav. 22; 8 L. T. N.S. 11; *Lyon v. Tweddell*, 13 Ch. D. 375; 17 Ch. Div. 529; but not for mere squabbles: *Wray v. Hutchinson*, 2 My. & K. 235; and as a rule the Court will not interfere in matters of internal regulation of a partnership or association: *Hopkinson v. Marg. of Ezeter*, 5 Eq. 63; and see Chap. XXXI., "INJUNCTIONS," p. 591 *et seq.*

Where the dissolution is caused by the misconduct of a partner who has agreed to pay, but has not actually paid, a premium, he may be ordered to pay the whole of it notwithstanding the dissolution: *Bluck v. Capstick*, 12 Ch. D. 863; see Form 7, *sup.* p. 1803, and *inf.* p. 1810.

But a partner is "not entitled to act improperly, and then to say the conduct of the partners, and their feelings, are such that the partnership can no longer be continued; and certainly this Court would not allow any person so to act, and thus take advantage of his own wrong." M. R., *Harrison v. Tennant*, 21 Beav. 494.

As to insolvency of the partnership, or hopelessness of profit, being a ground of dissolution, see *Lindl.* 222.

Dissolution on purely equitable grounds, such as incompatibility of temper, will not be decreed retrospectively, but from the date of the judgment: *Lyon v. Tweddell*, 17 Ch. Div. 529; *Besch v. Frolich*, 1 Ph. 172.

EFFECT OF DISSOLUTION.

By the Partnership Act, 1890, s. 37, "On the dissolution of a partnership or retirement of a partner any partner may publicly notify the same, and may require the other partner or partners to concur for that purpose in all necessary or proper acts, if any, which cannot be done without his or their concurrence."

Previously to the Act the Court had jurisdiction to compel a retiring partner to sign a notice of dissolution for the "Gazette" in an action in which no other specified relief was claimed: *Hendry v. Turner*, 32 Ch. D. 355; *Troughton v. Hunter*, 18 Beav. 470.

As to the effect of notice of dissolution in the "London Gazette," see s. 36, sub-s. 2; *Lindl.* 5th ed. 222.

By s. 38, "After the dissolution of a partnership, the authority of each partner to bind the firm, and the other rights and obligations of the partners continue, notwithstanding the dissolution, so far as may be necessary to wind up the affairs of the partnership, and to complete transactions begun but unfinished at the time of the dissolution, but not otherwise. Provided that the firm is in no case bound by the acts of a partner who has become

bankrupt; but this proviso does not affect the liability of any person who has, after the bankruptcy, represented himself or knowingly suffered himself to be represented as a partner of the bankrupt."

By s. 39, "On the dissolution of a partnership every partner is entitled, as against the other partners in the firm, and all persons claiming through them in respect of their interest as partners, to have the property of the partnership applied in payment of the debts and liabilities of the firm, and to have the surplus assets after such payment applied in payment of what may be due to the partners respectively, after deducting what may be due from them as partners to the firm, and for that purpose any partner or his representatives may, on the termination of the partnership, apply to the Court to wind up the business and affairs of the firm."

ACCOUNT CONSEQUENT ON DISSOLUTION.

By the Partnership Act, 1890, s. 44, "In settling accounts between the partners after a dissolution of partnership, the following rules shall, subject to any agreement, be observed:—(a) Losses, including losses and deficiencies of capital, shall be paid first out of profits, next out of capital, and lastly, if necessary, by the parties individually in the proportion in which they were entitled to share profits; (b) the assets of the firm, including the sums, if any, contributed by the partners to make up losses or deficiencies of capital, shall be applied in the following manner and order:—(1.) In paying the debts and liabilities of the firm to persons who are not partners therein; (2.) In paying to each partner rateably what is due from the firm to him for advances as distinguished from capital; (3.) In paying to each partner rateably what is due from the firm to him in respect of capital; (4.) The ultimate residue, if any, shall be divided among the partners in the proportion in which profits are divisible."

As to account generally, *v. sup.* p. 1804.

SALE—GOODWILL.

Upon a dissolution, the right of each partner is to have a sale of all the partnership property: *Burdon v. Barkus*, 4 D. F. & J. 49; even though a division is directed by the partnership articles: *Featherstonhaugh v. Fenwick*, 17 Ves. 298; *Wilde v. Milne*, 26 Beav. 504; and the order should be for a sale as a going concern (*v. sup.*, Form 5, p. 1803), or otherwise as the Judge may direct, in order to give the Deft an opportunity of bringing any special circumstances before the Judge in Chambers: *Taylor v. Neate*, 39 Ch. D. 538; and not for an inquiry in what manner the partnership assets may be most beneficially sold, where that might cause unnecessary expense: *Class v. Marshall*, 33 W. R. 409; *Page v. Slade*, 52 L. T. N.S. 961.

But the Court will carry on a business for the purpose of winding-up: *Crawshay v. Maule*, 1 Swanst. 495; or of sale as a going concern: *Watney v. Wells*, 2 Ch. 250; or will sell to one of the partners: *Syers v. S.*, 1 App. Cas. 174; and will, to prevent a total loss of the property, order a sale as a going concern before judgment: *Heath v. Fisher*, 17 W. R. 69; 19 L. T. N.S. 805.

Where a partnership business was sold under order of the Court, and the purchaser took possession, but did not pay the purchase-money into Court, and became bankrupt, it was held that the business passed to his trustee in bankruptcy, as being in his order and disposition: *Graham v. McCulloch*, 20 Eq. 397.

Where the premises at which a partnership business was carried on belonged to one partner exclusively, the Court, in directing a sale of the business, ordered the sale to be conducted by an independent firm of solrs, with liberty to either party to bid: *Pawsey v. Armstrong*, 18 Ch. D. 693; *sup.* Form 4, p. 1795.

As a general rule, and in the absence of express contract, there is not, in a partnership between solrs, any asset which is capable of being sold or valued as "goodwill:" *Arundell v. Bell*, 52 L. J. Ch. 537; and as to the goodwill of a stockbroker's business, see *Wilson v. Williams*, 29 L. R. Ir. 176.

Goodwill is ordinarily a distinct part of the property of a trading partnership, and under a provision in partnership articles for valuation of the partnership property and effects at its close, the goodwill is a matter for valuation: *Reynolds v. Bullock*, 47 L. J. Ch. 773; not following *Hall v. H.*, 20 Beav. 139, and *Burfield v. Rouch*, 31 Beav. 241.

RECEIVER.

As to the appointment of a receiver of the partnership property, *v. sup.* Vol. I., p. 662; see also *Pini v. Roncoroni*, (1892) 1 Ch. 663 (where the Court appointed receiver and stayed proceedings, notwithstanding an arbitration clause); *Bowker v. Henry*, 6 L. T. N.S. 43.

For the circumstances under which one of the members of a dissolved partnership will be appointed receiver and manager, see *Sargant v. Read*, 1 Ch. D. 600; and for form of order appointing the solvent partner, as against the trustees in bankruptcy of his co-partners, see *Collins v. Barker*, (1893) 1 Ch. 578.

Where a Deft locked up goods, and absconded with the key, a writ of assistance was issued on an *ex parte* application, to enable the receiver to obtain possession of the goods: *Cazet de la Borde v. Othon*, 23 W. R. 110; and see *Wyman v. Knight*, 39 Ch. D. 165; and for form of order for this writ, see *sup.* Vol. I., p. 376.

As to the powers of a partner appointed receiver to take shares in a new co. in payment of a debt, see *Niemann v. N.*, 43 Ch. Div. 198.

As to the rights of a judgment creditor under an order for a receiver to pay him his debt, where such order is post-dated with the creditor's acquiescence, see *Mitchell v. Weise*; *Exp. Friedheim*, W. N. (92) 139.

RETURN OF PREMIUM.

By the Partnership Act, 1890, s. 13, "where one partner has paid a premium to another on entering into a partnership for a fixed term, and the partnership is dissolved before the expiration of that term otherwise than by the death of a partner, the Court may order the repayment of the premium, or of such part thereof as it thinks just, having regard to the terms of the partnership contract and to the length of time during which the partnership has continued; unless (a) the dissolution is, in the judgment of the Court, wholly or chiefly due to the misconduct of the partner who paid the premium; or (b) the partnership has been dissolved by an agreement containing no provision for a return of any part of the premium."

A partner who paid a premium has been held entitled to have it, or a proportion of it, returned where the partnership has been dissolved on account of the other partners' misconduct, misrepresentation, or breach of contract: *Atwood v. Maude*, 3 Ch. 369; *Bury v. Alsen*, 1 Coll. 559; *Jauncey v. Knowles*, 29 L. J. Ch. 95; *Adam v. Newbigging*, 13 App. Cas. 308; *Bluck v. Capstick*, 12 Ch. D. 683; *Rooke v. Nisbet*, 50 L. J. Ch. 588;

— or on account of faults on both sides: *Astle v. Wright*, 23 Beav. 77; *Pease v. Hewitt*, 31 Beav. 22;

— or, generally, on the ground of failure of consideration: *Bullock v. Crockett*, 3 Giff. 507; 5 L. T. N.S. 822; as by a premature dissolution by the Court: *Wilson v. Johnstone*, 16 Eq. 606; *sup.* Form 6, p. 1803; and see *Bluck v. Capstick*, 11 Ch. D. 863;

— or where the partnership is determinable by either partner on notice and one gives notice to the other, on account of a difference of opinion: *Daw v. Rooke*, *Rooke v. Nisbet*, 29 W. R. 842; 50 L. J. Ch. 588;

— but not in case of dissolution by mutual agreement: *Lee v. Page*, 7 Jur. N.S. 768; 30 L. J. Ch. 857; or on notice in accordance with the articles, even though the partner giving the notice has set up business next door to the partnership premises, and rendered the goodwill valueless: *Bond v. Milbourn*, 20 W. R. 197; or by the deliberate misconduct of the partner who paid the premium: *Wilson v. Johnstone*, 16 Eq. 606; or on the other partner's bankruptcy: *Akhurst v. Jackson*, 1 Sw. 85; unless the embarrassment was concealed: *Freeland v. Stansfeld*, 2 Sm. & G. 479; nor by his death shortly afterwards, unless there has been misrepresentation: *Mackenna v. Parkes*, 15 W. R. 217; 15 L. T. N.S. 500.

After the usual judgment in a partnership action, the Court declined to

add an inquiry or direction as to return of premium, it not appearing that any further facts had come to the knowledge of the Plt since the hearing: *Edmunds v. Robinson*, 29 Ch. D. 170.

INTEREST.

By the Partnership Act, 1890, s. 24 (3), "a partner making, for the purpose of the partnership, any actual payment or advance beyond the amount of capital which he has agreed to subscribe is" (subject to any agreement, express or implied, between the partners) "entitled to interest at the rate of 5 p. c. per ann. from the date of the payment or advance;" and for the previous law to the like effect, see *Re German Mining Co.*, 17 Jur. 745, 747; *Exp. Chippendale*, 4 D. M. & G. 36; and see *Pim v. Harris*, 10 Ir. Eq. 442.

And a partner is chargeable with interest on sums in hand, and not accounted for: *Hutcheson v. Smith*, 5 Ir. Eq. 117; or improperly applied: *Evans v. Coventry*, 8 D. M. & G. 835.

The capital of partners does not carry interest, in the absence of an agreement to that effect (Partnership Act, 1890, s. 24 (4)), even though one of the partners has failed to bring in his portion: *Hill v. King*, 3 D. J. & S. 419; 1 N. R. 341;

- though such a contract may be presumed: *Millar v. Craig*, 6 Beav. 433;
- and interest is not charged on withdrawals, unless fraudulent or improper: *Cooke v. Benbow*, 3 D. J. & S. 1; *Meymott v. M.*, 31 Beav. 445;
- nor on undrawn profits: *Dinham v. Bradford*, 5 Ch. 519;
- and is not to be deducted in calculating profits for the purpose of a salary regulated by them: *Rishton v. Grissell*, 5 Eq. 326; nor on the amounts by which the salary has been underpaid, except from the time of demand: *S. C.*, 10 Eq. 393.

Where capital carries interest during the continuance of the partnership, it does not do so after a dissolution: *Watney v. Wells*, 2 Ch. 250; *Rhodes v. R.*, Joh. 653; although the business is being carried on for the purpose of sale: *Watney v. Wells*, 2 Ch. 250; unless on special grounds, e.g., where the capital is treated as a debt: *Wood v. Scoles*, 1 Ch. 369; *Barfield v. Loughborough*, 8 Ch. 1; or in the case of a sleeping partner: *Parsons v. Hayward*, 4 D. F. & J. 474; and as to the option of an outgoing partner, or the represes of a deceased partner to a share of profits, or interest at 5 p. c., where the partnership is carried on without any final settlement of accounts, see Partnership Act, 1890, s. 42, *inf.* p. 1817.

A surviving partner, who carried on the business with the existing capital, including that of the deceased partner, was entitled to an allowance for management before an equal division of profits: *Yates v. Finn*, 13 Ch. D. 839; see judgment, 1 May, 1875, B. 891; order on further consideration, 28 Jan. 1880, B. 522; and see *Daw v. Herring*, 40 W. R. 61.

After the date of the certificate, simple interest at £4 p. c. runs on the amount due: *Bonville v. B.*, 35 Beav. 129.

ARBITRATION.

By the Partnership Act, 1890, s. 24, sub-s. 8 (subject to any agreement, express or implied, between the partners), "any difference arising as to ordinary matters connected with the partnership business may be decided by a majority of the partners, but no change may be made in the nature of the partnership business without the consent of all existing partners."

By s. 25, "no majority of the partners can expel any partner, unless a power to do so has been conferred by express agreement between the partners."

As to the effect of a clause in the partnership articles, or an agreement for referring disputes to arbitration, as a bar to actions for account or dissolution, *v. sup.* Vol. I., p. 354; *Wood v. Robson*, 15 W. R. 756; *Thomson v. Anderson*, 9 Eq. 523; *Pini v. Roncoroni*, (1892) 1 Ch. 633; where the Court (following *Compagnie du Senegal v. Smith*, 32 W. R. 111; 46 L. T. N.S. 527) appointed a receiver and stayed proceedings, notwithstanding an arbitration clause; and also after the expiration of the partnership term: and see *Gillet*

v. *Thornton*, 19 Eq. 599; *Walmesley v. White*, 40 W. R. 675; and *sup.* Vol. I., p. 355.

Where charges amounting to fraud were made against a partner, such a clause did not cause a stay of proceedings: *Cooke v. Catchpole*, 11 L. T. N.S. 264; and see *Dennehy v. Jolly*, 22 W. R. 449.

There must be differences between the parties to be settled by the arbitration (and not a mere appraisalment by a valuer) to cause a stay of proceedings: *Collins v. C.*, 26 Beav. 306; *Re Evans, Davies, and Chaddick*, 22 L. T. N.S. 507.

A clause providing for the decision of disputes by a foreign commercial Court is valid, and proceedings may be stayed and a reference ordered in conformity with its terms: *Law v. Garrett*, 8 Ch. D. 26.

See also upon the question of sending a dispute to arbitration, or having it tried, where fraud is charged, *Russell v. R.*, 14 Ch. D. 471 (questioning observations of V.-C. Wickens in *Willesford v. Watson*, 14 Eq. 572).

COSTS.

The rule as to costs in a partnership action is the same as in admon, that where there is no fault on either side, they are payable out of the partnership assets, i.e., the assets remaining after payment of partnership debts, and balances due to any of the partners: see *Potter v. Jackson*, 13 Ch. D. 845; *Austin v. Jackson*, 11 Ch. D. 942; *Hamer v. Giles*, *Id.* 942; *Rosher v. Crannis*, 63 L. T. N.S. 272.

If the assets after such payment are insufficient for payment of the costs of the action, the costs must be borne by the partners in proportion to their shares in the profits.

If the action has been rendered necessary by the negligence or misconduct of one of the partners, that partner will be ordered to pay the costs up to trial, so far as they have been occasioned by his misconduct: see *Hamer v. Giles*, 11 Ch. D. 942; *Norton v. Russell*, 19 Eq. 343.

When a summons to vary the certificate is refused, it is within the discretion of the Court to order that the costs be paid out of the assets, as being costs reasonably incurred in ascertaining the fund to be paid out of Court, and from such order no appeal will lie: *Butcher v. Pooler*, 24 Ch. Div. 273.

SECTION III.—ACCOUNT AFTER DECEASE OR BANKRUPTCY OF A PARTNER.

1. *In Action by Executors of Deceased against Surviving Partner.*

1. "LET an account be taken of all dealings and transactions between W., deceased, the testator in the pleadings named, and the Deft, as bankers and co-partners; And Let what, upon taking the said account, shall be found due from the testator be answered by the Plts, as the exors of his will, out of his assets; 2. And in case the Plts shall not admit assets of the testator come to their hands"—Account against them of his personality.—Settled accounts not to be disturbed.—Adjourn &c.—*Cooke v. Ridley*, M. R., 18 May, 1803, A. 679.

2. *Executors of Deceased Partner against Surviving Partner —
Expiration of Term—Partnership at Will—Special Inquiry—
Settled Accounts not to be Disturbed.*

DECLARE that the partnership between the testator J. Y. and the Deft was as from and after 16th August, 1857, and up to and at the death of the said J. Y., continued and carried on as a partnership at will, and that the special provisions in the deed of partnership in the bill (statement of claim) mentioned, providing for the event of the death of the said J. Y., during the term of ten years mentioned in the said deed of partnership, were not operative or applicable after the expiration of the said term, and that the rights of the Plts, as the legal pers. represes of the said testator, to have the said partnership wound up in the ordinary way, are not affected thereby; And Let the following &c.: 1. An account of all partnership dealings and transactions between J. Y., deceased, and the Deft; 2. An account of the credits, property and effects, belonging to the said partnership at the testator's death; 3. An account of the partnership debts and liabilities at the time of the testator's death; 4. An inquiry what has become of the partnership property, and whether any, and if any, what parts thereof remain on the premises, or undisposed of; 5. An inquiry whether any and which of the partnership debts and liabilities have been since paid or satisfied, and by whom and out of what fund; 6. An inquiry what sums have been paid by the Deft to the Plts, as exors of the will of the said testator in respect of the said business, or the testator's capital therein, since the testator's death; And in taking the account hereinbefore directed, the Deft is to be at liberty to submit any claims as to just allowances, which he may be advised ought to be made to him on account of his services in managing, transacting, and carrying on the said business since the death of the said testator, and such allowances, if any, as shall appear to be proper in respect thereof, are to be made accordingly; And Let what, on taking the said accounts, shall appear to be due from the Deft be answered by him personally, and what shall appear to be due from the testator be answered by the Plts, as the exors of his will, out of his assets; And in case the Plts shall not admit assets of the testator come to their hands, Let an account be taken of the personal estate of the said J. Y., deceased, come to the hands of the Plts, as exors of his will, or to the hands of any other person or persons, by the order, or for the use of the Plts, or any or either of them.—Settled accounts of the partnership not to be disturbed.—Liberty to apply in Chambers as to a sale or disposition of the business and goodwill thereof as a going concern.—Tax the Plts and Deft their costs of this action up to and including this judgment and consequent thereon.—Deft to be at liberty to pay and retain the said costs out of the partnership assets, and be allowed what he shall pay on taking the aforesaid accounts.—Adjourn further consideration.—*Yates v. Finn*, V.-C. H., 1 May, 1875, B. 891.

3. *Further Consideration of the same Action.*

VARY the Chief Clerk's certificate, so far as it finds that the sum of £15,158 is attributable to the testator's share of the partnership and trading in the pleadings mentioned, and that the sum of £7,034 is attributable to the Deft's share of the said partnership and trading, and so far as it finds that the sum of £1,128 is due to the Plts, as exors of the said testator, in respect of the testator's aforesaid share; Declare that the profits of the said business, from the time of the death of the said testator up to the date of the sale of the said business, are divisible between the Plts, as the exors of the said testator J. Y. and the Deft, in proportion to the respective amounts of their capital in the said business; And Let an inquiry be made, having regard to the said declaration, what proportions the said Plts and Deft are respectively entitled to in the sum of £6,280, being the amount certified to be the net profits of the said trading since the testator's death, after deducting the sum of £453, the amount allowed for the charges of the Deft's accountants, the sum of £299, the amount allowed for the charges of the Plts' accountants, and the sum of £1,450, the amount allowed to the Deft for his services in managing the said business.—Tax all parties their costs as between solr and client, and pay out of fund in Court.—Deft T. F. to be at liberty to retain the said sum of £1,450 for his services as aforesaid, and the said sums of £453 and £299 to be paid by the Deft to J. S. and to T. S. respectively, the accountants, for their charges in the Chief Clerk's certificate mentioned.—Adjourn further consideration.—Liberty to apply.—*Yates v. Finn*, V.-C. H., 28 Jan. 1880, B. 522.

4. *In Action by Executors of Deceased against Lunatic Partner where no Committee had been appointed—Inquiries as to Capital and Employment of Manager and Allowance for Management.*

“LET &c., 1. An inquiry what amount of capital J., deceased, and the Deft respectively had in the business of the partnership in the pleadings mentioned, at the date when the Deft became of unsound mind, and at the date of the death of the said J., respectively; 2. An account of the receipts and payments, dealings and transactions, of the said J., in respect of the business of the said partnership, from the date when the Deft became of unsound mind until the death of the said J., and of the Plts, as exors of the said J., subsequent to his death; 3. An account of the profits of the said business since the Deft became of unsound mind; 4. An account of the credits, stock in trade, and other property and effects, belonging to the said business at the date when the Deft became of unsound mind, and of what the same now consist; 5. An account of all sums of money (other than such sums as have been paid on account of the said business in the ordinary course of carrying on the same), which, since the Deft became of un-

sound mind, have been retained or paid or taken, either on account of profits, capital, or otherwise, out of the said business, and the respective times when, the persons by whom, and the purposes for which, the same sums were so retained, paid, or taken; 6. An inquiry whether, when the Deft became of unsound mind, or at any time subsequently, the said J., or the Plts, engaged any and what persons to manage or superintend the business of the said partnership, and whether he or they paid any and what sums of money out of the partnership assets for the salaries of such managers";—Sale as going concern—Sale of partnership leaseholds—"And without prejudice to any questions as to whether the estate of the said J., or the Plts, as his exors, is or are entitled to any such allowance as hereinafter mentioned, Let an inquiry be made whether any and what allowance ought to be made to the estate of the said J., or to the Plts, as his exors, for his or their services in the conduct and management of the said partnership business since the date when the Deft became of unsound mind."—Receiver and manager to be continued.—Liberty to apply at Chambers for an account of what may be due for interest upon the capital of either partner, in case, in taking the said accounts, such an account should be found necessary.—Adjourn &c.—*Hill v. Armitage*, V.-C. M., 18 Jan. 1878, A. 113.

5. *Leaseholds—Indemnity against Covenants—Allowance for Management.*

ACCOUNT of dealings and transactions—"An inquiry what sums have been paid by the Deft to the Plts, as exors, in respect of the said business, or the testator's capital therein, since the testator's death."—Inquiry as to capital.—Account of profits.—"An inquiry whether the Plts, as exors of the testator, are subject to any and what liability in respect of any covenants or agreements contained in any lease or leases of the premises in the pleadings mentioned in which the said business was carried on, and whether any and what provision ought to be made for the indemnity of the Plts in respect of such liability."—Account of partnership assets.—Sale as going concern.—"And in taking the accounts hereinbefore directed, the Deft is to be at liberty to submit any claims as just allowances which he may be advised ought to be made to him by reason or on account of his services in managing, transacting, and carrying on the said business since the death of the testator; and such allowances, if any, are to be made accordingly."—Adjourn &c.—*Matthew v. Jennens*, M. R., 23 Nov. 1859, B. 386; and see *Brown v. De Tastet*, Jac. 299; *Cook v. Collingridge*, Jac. 625; *Willett v. Blandford*, *inf.* p. 1827; 1 Ha. 272.

For order in Chambers under O. xv. 1, directing account of dealings and transactions, prior and subsequent to the death of a partner, an inquiry as to capital, and payment of balances by the Deft, see *Bellerby v. Smith*, M. R., 2 Dec. 1876, A. 2156.

For decree declaring that an agreement, entered into between the exors of a deceased partner and the survivors, was valid and binding, and that the

estate of the deceased partner was entitled to share in the profit and benefits of an unfinished contract, and was also liable for the losses arising therefrom, see *McClellan v. Kennard*, L. J.J., 23 Feb. 1874, B. 554; 9 Ch. 336.

For decree declaring that the estate of a testator was bound by the account, rest, and valuation, for the year ending, &c., as fully as if he had duly signed the rest or valuation book for that year, and that, subject to and after answering the purposes for which a sum of £— was reserved in the account ending, &c., the surplus of that sum, if any, was divisible among the then existing partners according to their shares in the partnership, see *Coventry v. Barclay*, L. C., 10 Dec. 1863, A. 2346; 3 D. J. & S. 320; 3 N. R. 227.

For inquiries what had become of the partnership property since the testator's death, and whether any and what parts thereof remained in specie, or outstanding and undisposed of, and whether any, and which, of the partnership debts and liabilities had been paid and satisfied, and by whom, and out of what fund, see *Hirtzel v. Mules*, V.-C. S., 8 Feb. 1858, A. 473; and see also *Richards v. Johnson*, V.-C. H., 10 Feb. 1877, B. 208.

6. *Account in Action by the Trustee in Bankruptcy of a Partner against the Executors of a Deceased Partner.*

"LET an account be taken of all dealings and transactions between A. (testator) and B. (bankrupt), from the commencement of the partnership till &c., and of any subsequent transactions between them; And if, upon taking the said account, a balance shall appear to be due to the estate of the bankrupt, Let the Defts, the exors of the testator, pay the same to the Plt as the trustee of the bankrupt's estate, for the benefit of the creditors seeking relief under the adjudication in bankruptcy against him; But if, upon taking the said account, a balance shall appear to be due from the estate of the bankrupt to the estate of the testator, Let the Defts, the exors, be at liberty to go in under the said adjudication, and receive a satisfaction in respect thereof with the rest of the creditors seeking relief under the same, but so as not to disturb any dividend already made."—MSS.; and see *Franklyn v. McClean*, 22 Feb. 1768, A. 254; *Speed v. Sorton*, 24 Nov. 1785, B. 189, exor admitting assets.

For declarations of the trustee's title to the bankrupt's share of the partnership property, see *Whitmore v. Mason*, V.-C. W., 19 Nov. 1861, B. 2176; 2 J. & H. 216.

For a declaration that the partnership was dissolved from the date of the Deft's bankruptcy, and that, in taking the account, the Plt ought to have credit for the sum of £— paid by him to the Deft, as part of the consideration agreed to be paid for the eventual purchase of the partnership business, and that he was entitled to a lien for that sum on the partnership assets, see *Kingdon v. Dean*, V.-C. M., 7 May, 1872, A. 1420.

NOTES.

DEATH OF PARTNER.

By the Partnership Act, 1890, s. 33, sub-s. 1, "Subject to any agreement between the partners, every partnership is dissolved as regards all the partners by the death" of any partner.

By s. 9, "Every partner in a firm is liable jointly with the other partners, and in Scotland severally also, for all debts and obligations of the firm incurred while he is a partner; and after his death his estate is also severally liable in a due course of admon for such debts and obliga-

tions, so far as they remain unsatisfied, but subject, in England or Ireland, to the prior payment of his separate debts."

By s. 14, sub-s. 2, where, after a partner's death, the partnership business is continued in the old firm name, the continued use of that name, or of the deceased partner's name, as part thereof, shall not of itself make his exors or admors, estate or effects liable for any partnership debts contracted after his death.

By s. 42, "(1.) Where any member of a firm has died or otherwise ceased to be a partner, and the surviving or continuing partners carry on the business of the firm with its capital or assets without any final settlement of accounts as between the firm and the outgoing partner or his estate, then, in the absence of any agreement to the contrary, the outgoing partner or his estate is entitled, at the option of himself or his repreeves, to such share of the profit made since the dissolution as the Court may find to be attributable to the use of his share of the partnership assets, or to interest at the rate of 5 p. c. per ann. on the amount of his share of the partnership assets. (2.) Provided that where by the partnership contract an option is given to surviving or continuing partners to purchase the interest of a deceased or outgoing partner, and that option is duly exercised, the estate of the deceased partner, or the outgoing partner or his estate, as the case may be, is not entitled to any further or other share of profits; but if any partner assuming to act in exercise of the option, does not in all material respects comply with the terms thereof, he is liable to account under the foregoing provisions of this section."

By s. 43, "Subject to any agreement between the partners, the amount due from surviving or continuing partners to an outgoing partner or the repreeves of a deceased partner in respect of the outgoing or deceased partner's share, is a debt accruing at the date of the dissolution or death."

Executors of Deceased Partner.—Upon the death of a partner the exors do not become partners, but, as claiming through or in respect of the deceased (see Partnership Act, 1890, s. 39, *sup.* p. 1809), have, as a consequence of the dissolution, a right in the nature of a *quasi-lien* on the partnership assets, including goodwill: *Wedderburn v. W.*, 22 Beav. 104; *Mellersh v. Keen*, 27 Beav. 446; trade-mark: *Hall v. Barrows*, 4 D. J. & S. 150; 3 N. R. 259; and reserve fund, subject to prior claims: *Coventry v. Barclay*, 3 N. R. 244; to insist upon the application of such assets in satisfaction of liabilities, and, subject to such application, a right to the testator's share in the assets, and for these purposes to have the partnership account taken, and the concern sold: *Payne v. Hornby*, 25 Beav. 280.

As a general rule, capital left in a firm does not carry interest as between the exors and the surviving partners, in the absence of express agreement: *sup.* p. 1811; and so, where partnership articles provided that the share of a deceased partner should be paid, with interest thereon, by instalments, it was held that the interest only accrued on each instalment from the day when it became payable: *Beater v. Murray*, 19 W. R. 92; and upon the construction of a similar clause, interest was to be calculated on the whole principal unpaid, and not separately on each instalment, although that was the nearest antecedent to the words "with interest thereon:" *Ewing v. Ewing*, 8 App. Ca. 822.

Where the articles provided that the exors of a deceased partner should become partners in his place, and the exors refused to become partners, dissolution was ordered as from the death of the partner, with a proviso, as in *Downs v. Collins*, 6 Ha. 418, reserving the rights of partners for breach of covenant against the estate of the deceased: *Lancaster v. Allsup*, 57 L. T. N.S. 53; W. N. (87) 134.

Accounts made up according to the custom of the partnership will usually be held binding on the exors of a partner dying after the date when they were so made up: *Exp. Barber*, 5 Ch. 687; *Coventry v. Barclay*, 33 Beav. 1. And see *Cuthbert v. Edinburgh*, 21 W. R. 98; *Hunter v. Dowling*, (1893) 1 Ch. 391; *affd.* C. A. 37 Sol. J. 476.

Surviving Partner.—Where a sale is impracticable, the surviving partners will be charged with the value of the share of the deceased in the partnership assets: *Featherstonhaugh v. Turner*, 25 Beav. 382; or in any part of them: *Ambler v. Bolton*, 14 Eq. 427; or the exors will be declared entitled to, and liable for, the share of their testator in the gains and losses of any particular

transaction: *M'Clean v. Kennard*, 9 Ch. 336; and see *Jackson v. J.*, 20 L. T. N.S. 354.

The liability of the surviving partners for the share of the deceased partner is joint and several, and is not altered by an agreement to pay by instalments: *Beresford v. Browning*, 1 Ch. Div. 30; unless an entirely new obligation is imported: *Wilmer v. Currie*, 2 D. & S. 347. And, if the capital of the partnership be improperly withdrawn by the survivor and employed in a new partnership, the new partners may be made Defts to a suit and compelled to make discovery: *Saull v. Browne*, 9 Ch. 364.

The liability of surviving partners who continue to use the deceased partner's capital, to account for profits made thereby subsequently to the dissolution, was well established previously to the recent Act: *Wedderburn v. W.* (4), 22 Beav. 100; *Simpson v. Chapman*, 4 D. M. & G. 154; but the principle on which the account is to be taken will depend on the nature of the trade, the manner of carrying it on, the capital employed, the state of the account, and the conduct of the parties: *Willett v. Blandford*, 1 Ha. 253, 272.

A surviving partner cannot give a valid security on partnership property for a debt incurred during the lifetime of the deceased: *Re Clough, Bradford Commercial Bank v. Cure*, 31 Ch. D. 324.

The surviving partners, if exors, may retain assets of the deceased partner in their hands in satisfaction of his liability to the partnership, although the partnership account has not been taken: *Morris v. M.*, 10 Ch. 68.

If not exors, the surviving partners are usually allowed a reasonable amount for their time and trouble in carrying on the business, so long as the capital of the deceased partner is employed in it: *Featherstonhaugh v. Turner*, 25 Beav. 392; and a claim for this amount might have been made under a decree directing just allowances, even if liberty to make any such claim was not expressly given: *Brown v. De Tastet*, Jac. 294; *Cook v. Collingridge*, *Ib.* 623.

And where a surviving partner carried on and greatly improved a business, which was unsaleable at the death of his co-partner, he was held chargeable with its value at the time of the death only: *Broughton v. B.*, 23 W. R. 770.

The right to an account between the estate of a deceased partner and surviving partner is barred at the expiration of six years after the death: *Knox v. Gye*, L. R. 5 H. L. 656; *Taylor v. T.*, 21 W. R. 189.

BANKRUPTCY.

Bankruptcy of a partner, equally with his death (*v. sup.* p. 1816), effects a dissolution of the partnership: Partnership Act, 1890, s. 33; and after the bankruptcy the trustee in bankruptcy becomes tenant in common of the partnership property, together with the solvent partners: Lind. 5th ed. 648; and in other respects has rights to a share in, and account of, the partnership assets similar to those of the exors of a deceased partner: *Crawshaw v. Collins*, 2 Russ. 325; and the rule applies to a mining partnership: *Dodds v. Preston*, 59 L. T. N.S. 718; and although the partnership articles contain a gift over to the other partners of the share of a bankrupt partner: *Whitmore v. Mason*, 2 J. & H. 204, *sup.* p. 1816.

The share of a bankrupt partner may now be ascertained in bankruptcy: Lindl. 1112; 5th ed. 649.

The partnership assets are not in the order and disposition of the bankrupt partner: *Exp. Dorman*, 8 Ch. 51; though he be the active partner and the other a dormant partner: *Reynolds v. Bowley*, 2 Q. B. 41, 474.

BANKRUPTCY OF SURVIVING PARTNER.

Where all the surviving partners, or a sole surviving partner, become bankrupt, the proper forum for the decision of all questions relating to the estate is the Court of Bankruptcy; and an action on the part of persons claiming under the deceased partner will be restrained by injunction; *secus*, where the survivors or any of them remain solvent: *Exp. Gordon*, 8 Ch. 555; *Morley v. White*, 8 Ch. 214.

And, in the bankruptcy, the exors of a deceased partner cannot prove

for his share in competition with creditors of the firm at the death: *Nanson v. Gordon*, 1 App. Cas. 195; *Exp. Carter*, 2 Gl. & J. 233; and see *Re Wakeham*, 13 Q. B. D. 43; and where a deceased partner's share of capital was retained in the business without authority, and in the subsequent liquidation of his two co-partners creditors of the three remained unpaid, the administratrix of the deceased partner could not prove in competition with such creditors in respect of his share of the capital: *Exp. Blythe, Re B.*, 16 Ch. D. 620; *secus*, where there were no such creditors, and a bond had been executed to secure payment of the share of the deceased: *Exp. Coster's Exors*, 31 L. J. Bky. 15; or in respect of a *devastavit* committed by the surviving partner as exor of the deceased partner: *Exp. Westcott*, 9 Ch. 626.

The joint estate of the firm and separate estate of the partner are kept distinct; on the one hand "the joint estate as a general rule cannot prove against the separate estate in competition with separate creditors; on the other hand the separate cannot prove in competition with the joint creditors": *Read v. Bailey*, 3 App. Cas. 94, *per* Lord Cairns; *secus*, where there has been a fraudulent conversion of the property of the one estate to the other, for *cessante ratione, etc.*: *S. C.*; and the rule has no application unless there has been actually proved in the bankruptcy some debt in respect of which the deceased partner and the bankrupts were jointly liable: *Exp. Andrews, Re Wilcoxon*, 25 Ch. Div. 505.

As to claims by the trustee in bankruptcy of the surviving partner against the estate of the deceased partner in respect of fraudulent withdrawals, see *Exp. Harris*, 2 V. & B. 210; *Lacey v. Hill*, 4 Ch. D. 537; 3 App. Cas. 94, *nom. Read v. Bailey*.

SECTION IV.—ACCOUNTS IN ACTION BY CREDITOR.

1. *Administration of Estate of Deceased Partner.*

"**DECLARE**, that all persons who are creditors of M., the testator, are entitled to the benefit of this judgment, and that the surplus of the estate, real and personal, of the said testator, after satisfying his funeral and testamentary expenses and his separate debts, was liable in equity at the time of his death to the joint debts then due from the testator and P. (*the survivor*), in respect of the partnership heretofore carried on by them under the firm of P. & Co., but without prejudice to the liability of the said P. thereto as between himself and the testator's estate;"—1. Account of what is due to the testator's separate creditors; 2. Account of funeral expenses; 3. "An account of what was due at the death of the testator from the said partnership of P. & Co. to the creditors of the said partnership, and what is now due in respect of such debts;" P. (*not a party to the action*) to be served with the judgment; 4. Inquiry as to testator's leasehold and personal estate; 5. Account of personalty;—"And Let the testator's personal estate be applied in payment of his separate debts and funeral expenses in a due course of admon, and then in payment of the joint debts of the partnership."—If personalty insufficient, inquiries as to realty.—*Hills v. M' Rae*, V.-C. T., 22 July, 1851, A. 1200; 9 Ha. 297; and see *Cardell v. Hawke*, V.-C. W., 22 Jan. 1868, A. 272; *Harris v. Weston*, 13 Beav. 407; *Rice v. Gordon*, M. R., 7 Nov. 1848,

B. 146; 11 Beav. 271; *Re Hodgson, Beckett v. Ramsdale*, 31 Ch. Div. 177, *inf.*, p. 1823.

For inquiries, whether the Plts and creditors, or any, and which, of them, continued to deal with the surviving partners after the death of the deceased partner, what sum or sums of money were paid by the survivors to the Plts and creditors respectively from the death to the bankruptcy of the survivors, and what has since been received by the Plts and creditors respectively, and whether the Plts and creditors, or any and which of them, had by such subsequent dealing released the estate of the deceased partner from the payment of their respective debts, or what, if anything, remained due in respect thereof, see *Devaynes v. Noble*, M. R., 2 Mar. 1812, A. 915; 1 Mer. 530; 2 Russ. & M. 496.

For a decree, in a suit by an executrix against the represes of a deceased executor and his late partner, directing an account, and declaring that in taking the account the Defts were to be charged with the produce of bonds part of the original testator's estate, and allowing interest on both sides at £5 p. c., see *Price v. Peppercorne*, V.-C. S., 2 Nov. 1865, B. 2221; 6 N. R. 317.

For decree declaring Deft liable to account for money paid to his firm, and received by his co-partner, who had absconded with it, and for interest thereon, and ordering payment accordingly, see *St. Aubyn v. Smart*, V.-C. M., 16 Dec. 1867, B. 2997; 5 Eq. 183; and see also *Eager v. Barnes*, 31 Beav. 579.

For decree for foreclosure of a mortgage of a share in a trading partnership, where the mortgagor's partner had a right of pre-emption of his share, see *Redmayne v. Foster*, *sup.* Vol. II., Chap. XLVII., Sect. VIII., Form 6, p. 1697; and see *Whetham v. Davey*, 30 Ch. D. 574.

For decree declaring that the Plt was entitled to the share of a partner in a newspaper, subject to the lien thereafter mentioned, and declaring that the other partner was entitled to a lien on the share for the unpaid part of the original purchase-money thereof, and for the balance of the partnership accounts up to &c., and interest, and also for the balance (if any) due on the account thereafter directed, and directing accounts accordingly, and an inquiry by whom the newspaper had been carried on, and what net gains had been made, and losses incurred, and ordering the Plt to pay to the Defts the moneys found due on such accounts, and certain costs, and in default his bill to be dismissed with costs, and in that case the Plt to be foreclosed of all right and interest in the moiety, see *Kelly v. Hutton*, L. JJ., 30 July, 1868, A. 2563; 3 Ch. 703; 16 W. R. 1186.

2. Partnership Property seized under *Fi. Fa.* issued in respect of Judgment against one Partner.

THIS action and the counter-claim of the Defts coming on &c., for trial in the presence of counsel for the Plt and the Defts, and upon hearing the evidence of A. B., hereinafter called the judgment debtor.—Dismiss counter-claim with costs.—And it appearing that such assignment purports to assign the interest of the judgment debtor in certain assets of the firm which could not be seized by the sheriff under the writ of *fi. fa.* therein mentioned, Let the following inquiries be made &c.: (1) An inquiry of what particulars the property seized, the judgment debtor's interest in which passed by the said assignment, consisted; (2) An inquiry what was the interest of the judgment debtor in such property; And so far as is necessary for the purpose of answering such inquiries, Let an account be taken of all dealings and transactions between the said judgment debtor and the Defts as co-partners.—

Adjourn further consideration.—Liberty to apply.—*Hatfield v. Nunn*, Kekewich, J., 20 Jan. 1890, A. 117.

See now the Partnership Act, 1890, s. 23, *sup.* Vol. I., p. 372; *inf.* p. 1826.

NOTES.

LIABILITY OF PARTNERS TO CREDITORS.

By the Partnership Act, 1890, s. 9, "every partner in a firm is liable, jointly with the other partners, and in Scotland severally also, for all debts and liabilities of the firm incurred while he is a partner."

By s. 10, "where, by any wrongful act or omission of any partner, acting in the ordinary course of the business of the firm, or with the authority of his co-partners, loss or injury is caused to any person not being a partner in the firm, or any penalty is incurred, the firm is liable therefor to the same extent as the partner so acting or omitting to act."

By s. 11, "in the following cases, namely—(a.) Where one partner acting within the scope of his apparent authority receives the money or property of a third person and misapplies it; and (b.) Where a firm in the course of its business receives money or property of a third person, and the money or property so received is misapplied by one or more of the partners while it is in the custody of the firm, the firm is liable to make good the loss."

By s. 12, "every partner is liable, jointly with his co-partners, and also severally, for everything for which the firm while he is a partner therein becomes liable under either of the two last preceding sections."

As to the liability of partners where debts have been contracted or money received in the ordinary course of the partnership business, see *St. Aubyn v. Smart*, 5 Eq. 183; *Plumer v. Gregory*, 18 Eq. 621; or where one partner has received money for a particular purpose, and the other partners are held to have known the facts: *Atkinson v. Mackreth*, 2 Eq. 570; *et v. sup.* Vol. II., p. 945; or where the firm has received profit from the fraud of a partner: *Sawyer v. Goodwin*, 15 W. R. 1008; 16 L. T. N.S. 622; *secus*, where the transaction is not within the scope of the partnership business, and is unknown to the other partners: *Forster v. Mackreth*, L. R. 2 Ex. 163.

As to the liability of the members of a firm of solrs in respect of securities deposited with one of them for safe custody, see *Cleather v. Twisden*, 28 Ch. Div. 340; and *sup.*, Vol. II., pp. 945, 946.

An agreement entered into with partners for their protection in their business must be construed to be joint and several, so that one alone can sue for a breach of it: *Palmer v. Mallet*, 36 Ch. Div. 411.

As to the form of judgment to realise a mortgage of a share in a partnership, see *Whetham v. Davey*, 30 Ch. D. 574.

By the Partnership Act, 1890, s. 6, "an act or instrument relating to the business of the firm, and done or executed in the firm-name, or in any other manner showing an intention to bind the firm, by any person thereto authorized, whether a partner or not, is binding on the firm and all the partners; provided that this section shall not affect any general rule of law relating to the execution of deeds or negotiable instruments."

By s. 13, "if a partner, being a trustee, improperly employs trust property in the business or on the account of the partnership, no other partner is liable for the trust property to the persons beneficially interested therein: provided as follows:—(1) This section shall not affect any liability incurred by any partner by reason of his having notice of a breach of trust; and (2) Nothing in this section shall prevent trust money being followed and recovered from the firm if still in its possession or under its control."

By s. 15, "An admission or representation made by any partner concerning the partnership affairs, and in the ordinary course of its business, is evidence against the firm."

By s. 16, "Notice to any partner who habitually acts in the partnership business of any matter relating to partnership affairs, operates as notice to the firm, except in the case of a fraud on the firm committed by or with the consent of that partner."

By s. 8, "if it has been agreed between the partners that any restriction shall be placed on the power of any one or more of them to bind the firm, no act done in contravention of the agreement is binding on the firm with respect to persons having notice of the agreement."

By s. 7, "Where one partner pledges the credit of the firm for a purpose apparently not connected with the firm's ordinary course of business, the firm is not bound, unless he is in fact specially authorized by the other partners; but this section does not affect any personal liability incurred by an individual partner."

CHANGE IN CONSTITUTION OF FIRM.

By the Partnership Act, 1890, s. 18, "a continuing guaranty or cautionary obligation given either to a firm or to a third person in respect of the transactions of a firm is, in the absence of agreement to the contrary, revoked as to future transactions by any change in the constitution of the firm to which, or of the firm in respect of the transactions of which, the guaranty or obligation was given."

Bankruptcy.—Upon bankruptcy of a partner, the liability of the bankrupt's estate for future debts ceases altogether: *Lindl.* 405; 5th ed. 212; *Bankruptcy Act*, 1890, s. 36, sub-s. (3).

Death.—Upon the death of a partner, his estate is not liable, as between the creditors and his representatives, for debts contracted after his death by the firm of which he was a member: *Devaynes v. Noble*, 1 Mer. 616; *Vulliamy v. Noble*, 3 Mer. 593, 614; although his name is still used by the firm: *Webster v. W.*, 3 Sw. 490, n.; *Partnership Act*, 1890, s. 14, sub-s. (2).

But his estate remains liable to creditors of the firm, for debts existing at the time of his death, and they may bring actions against his executors and the surviving partners to obtain satisfaction out of his assets, though the joint estate is not insolvent, nor the survivor bankrupt: *Wilkinson v. Henderson*, 1 M. & K. 582; or the surviving partners may be served in Chambers: *Hills v. McRae*, 9 Ha. 297, Form 1, *sup.* p. 1819.

If one of the surviving partners becomes bankrupt, his trustee in bankruptcy must be made a party or be served; but where all the surviving partners were bankrupt, the Court of Bankruptcy was the proper forum for deciding all questions relating to the partnership estate; and a joint creditor suing for admon of the estate of a deceased partner would therefore have been restrained by injunction in bankruptcy from taking any proceedings in any action against the trustee in bankruptcy in respect of any property which might have come to his hands: *Re White, Morley v. W.*, 8 Ch. 214; 32 & 33 V. c. 71, s. 72; and see *Exp. Gordon*, 8 Ch. 555.

In the admon of the estate of the deceased in such an action, his separate creditors are entitled to be paid in full in priority to the joint creditors: *Lodge v. Prichard*, 1 D. J. & S. 610; if both estates are insolvent: *Ridgway v. Clare*, 19 Beav. 111; even though the will of the deceased partner contains a charge upon his estate for payment of his joint creditors: *Whittingstall v. Grover*, 10 W. R. 53; and as to priority of costs in such actions, see *Lodge v. Prichard*, 1 N. R. 534; and the general rule, whereby the conduct of concurrent actions is given to the Plt in the first action, will be departed from where such Plt is a partnership creditor: *Re McRae, Forster v. Davis, Norden v. McRae*, 25 Ch. Div. 16.

Where both estates are solvent, the joint and separate creditors are entitled to be paid in full out of the estate of the deceased, and the joint debts so paid are to be allowed in account by the survivor: *Ridgway v. Clare*, 19 Beav. 111.

Creditors having a security on joint property of the firm, and separate property of a partner, are not bound to deduct the value of the latter property in proving in the liquidation of the firm, but if they do, and a composition is arrived at on that basis, they will not be allowed to retain any part of the security: *Couldery v. Bartrum*, 19 Ch. Div. 394.

A creditor of a firm, though not strictly joint and several, has concurrent remedies against the estate of a deceased partner and the surviving partner; and it makes no difference which remedy he pursues first; but it is necessary

that the surviving partner should be present at the taking of the account, and that the partnership creditor should not come into competition with the separate estate of the deceased partner: *Re Hodgson, Beckett v. Ramsdale*, 31 Ch. Div. 177.

Where trust funds are misappropriated by one trustee, the others can prove in the bankruptcy of his firm, both against the joint estate of the firm, and against his separate estate: *Re Parker; Exp. Sheppard*, 19 Q. B. D. 84.

As to moulding the form of judgment in *Hills v. McRae*, 9 Ha. 297, Form 1, *sup.* p. 1819, so as to apply where an admon decree is obtained by a separate creditor against the estate of a deceased partner, and proof is afterwards tendered by a creditor of the partnership, see *Re Hodgson, Beckett v. Ramsdale*, 31 Ch. Div. 177.

Where joint estate of the partnership is converted into separate estate of the surviving or continuing partners, such conversion is subject to the partnership debts: *Exp. Morley*, 8 Ch. 1026; *Exp. Dear*, 1 Ch. D. 514; unless there are circumstances amounting to a sale of the deceased or retiring partner's right to indemnity out of the joint estates: *Re Simpson*, 9 Ch. 572; *Exp. Butcher, Re Mellor*, 13 Ch. Div. 465 (where a continuance of a testator's business by two exors only, instead of three, and which was therefore not in accordance with his directions, did not operate as a conversion of the assets).

Retirement.—By the Partnership Act, 1890, s. 17, “(2) a partner who retires from a firm does not thereby cease to be liable for partnership debts or obligations incurred before his retirement. (3) A retiring partner may be discharged from any existing liabilities by an agreement to that effect between himself and the members of the firm as newly constituted and the creditors, and this agreement may be either express or inferred as a fact from the course of dealing between the creditors and the firm as newly constituted.”

A retired partner continuing to act as a partner was held liable for the fraudulent breach of trust of a continuing partner: *Slack v. Parker*, 54 L. T. N.S. 212.

A partner, retiring with a covenant of indemnity by the continuing partners to the knowledge of the creditors of the firm, becomes a surety in respect of the existing debts, instead of a principal: *Wilson v. Lloyd*, 16 Eq. 60; and see *Oakford v. European and American Steam Shipping Co.*, 1 H. & M. 182; *Oakeley v. Pasheller*, 4 Cl. & F. 207.

By s. 36, “(1) Where a person deals with a firm after a change in its constitution, he is entitled to treat all apparent members of the old firm as still being members of the firm until he has notice of the change. (2) An advertisement in the *London Gazette* as to a firm whose principal place of business is in England or Wales, in the *Edinburgh Gazette* as to a firm whose principal place of business is in Scotland, and in the *Dublin Gazette* as to a firm whose principal place of business is in Ireland, shall be notice as to persons who had not dealings with the firm before the date of the dissolution or change so advertised. (3) The estate of a partner who dies, or who becomes bankrupt, or of a partner who, not having been known to the person dealing with the firm to be a partner, retires from the firm, is not liable for partnership debts contracted after the date of the death, bankruptcy, or retirement respectively.”

Though creditors who continue dealings with surviving or continuing partners do not necessarily give up their rights against the retiring partner or the deceased partner's estate (*Winter v. Innes*, 4 My. & C. 101), yet they cannot hold both outgoing and incoming partners liable (*Scarf v. Jardine*, 7 App. Cas. 345), but have an option whether to charge the old or new firm (*S. C.*); and if they consent, expressly or by implication, to accept the new firm as their debtors, such election is irrevocable: *Rolfe v. Flower*, L. R. 1 P. O. 27; *Bilborough v. Holmes*, 5 Ch. D. 255; *Scarf v. Jardine, sup.*

And where a creditor blends the accounts of the old and new firms, payments on account by the new firm must be applied in satisfaction of the debt of the old firm: *Hooper v. Keay and Draper*, 1 Q. B. D. 178; *Simson v. Ing-ham*, 2 B. & C. 72.

After dissolution, part payment of a debt by one partner will not prevent creditors' rights against another partner from being barred by the Statutes of Limitation: *Watson v. Woodman*, 20 Eq. 721; 19 & 20 V. c. 97, s. 14.

LIABILITY OF QUASI-PARTNERS TO CREDITORS—28 & 29 V. c. 86.

Under the designation of "quasi-partners" are included—first, ostensible partners, and, secondly, constructive partners.

By the Partnership Act, 1890, s. 14, "(1) Everyone who by words spoken or written, or by conduct, represents himself, or who knowingly suffers himself to be represented, as a partner in a particular firm, is liable as a partner to anyone who has on the faith of any such representation given credit to the firm, whether the representation has or has not been made or communicated to the person so giving credit by or with the knowledge of the apparent partner making the representation or suffering it to be made. (2) Provided that where after a partner's death the partnership business is continued in the old firm name, the continued use of that name, or of the deceased partner's name as part thereof, shall not of itself make his exors or admors estate or effects liable for any partnership debts contracted after his death."

Ostensible Partners.—A person may become liable to creditors of a firm by holding himself out as a partner in it: *Waugh v. Carver*, 2 H. Bl. 235; Lindl. 49, 4th ed.; 40, 5th ed.; although, as between himself and the true members of the firm, he may have none of the rights of partner: *Radcliffe v. Rushworth*, 33 Beav. 484; nor the disabilities of a partner in respect of proof against his co-partner's estate: *Exp. Sheen*, 6 Ch. Div. 235.

An ostensible partner "is liable to all the persons who may have given credit to his representation. Though liable as if he were a principal debtor, he is only liable as between himself and persons with whom he has permitted his name to be used": *per* Bacon, C. J., in *Exp. Good*, 5 Ch. D. 54.

By the Partnership Act, 1890, s. 2, "In determining whether a partnership does or does not exist, regard shall be had to the following rules:—(1) Joint tenancy, tenancy in common, joint property, common property, or part ownership, does not of itself create a partnership as to anything so held or owned, whether the tenants or owners do or do not share any profits made by the use thereof. (2) The sharing of gross returns does not of itself create a partnership, whether the persons sharing such returns have or have not a joint or common right or interest in any property from which or from the use of which the returns are derived. (3) The receipt by a person of a share of the profits of a business is *prima facie* evidence that he is a partner in the business, but the receipt of such a share, or of a payment contingent on or varying with the profits of a business, does not of itself make him a partner in the business; and in particular—(a) The receipt by a person of a debt or other liquidated amount, by instalments or otherwise, out of the accruing profits of a business, does not of itself make him a partner in the business, or liable as such: (b) A contract for the remuneration of a servant or agent of a person engaged in a business by a share of the profits of the business does not of itself make the servant or agent a partner in the business, or liable as such: (c) A person being the widow or child of a deceased partner, and receiving by way of annuity a portion of the profits made in the business in which the deceased person was a partner, is not, by reason only of such receipt, a partner in the business, or liable as such: (d) The advance of money by way of loan to a person engaged or about to engage in any business on a contract with that person that the lender shall receive a rate of interest varying with the profits, or shall receive a share of the profits arising from carrying on the business, does not of itself make the lender a partner with the person or persons carrying on the business, or liable as such. Provided that the contract is in writing, and signed by or on behalf of all the parties thereto: (e) A person receiving by way of annuity or otherwise a portion of the profits of a business in consideration of the sale by him of the goodwill of the business is not, by reason only of such receipt, a partner in the business, or liable as such."

By s. 3, "In the event of any person to whom money has been advanced by way of loan upon such a contract as is mentioned in the last foregoing section, or of any buyer of a goodwill in consideration of a share of the profits of the business, being adjudged a bankrupt, entering into an arrangement to pay his creditors less than 20s. in the pound, or dying in insolvent circumstances, the lender of the loan shall not be entitled to recover anything in respect of his loan, and the seller of the goodwill shall not be entitled

to recover anything in respect of the share of profits contracted for, until the claims of the other creditors of the borrower or buyer for valuable consideration in money or money's worth have been satisfied."

These enactments are in substitution for the Partnership Law Amendment Act (28 & 29 V. c. 86), which contained provisions to the like effect.

Constructive Partners.—The presumption of partnership arising from receipt of profits could always be rebutted if it were shown that the relation between the parties was not that of partners, the test being whether any agency existed between the parties such as exists between co-partners: *Cox v. Hickman*, 8 H. L. C. 268; *Mollwo, March & Co. v. Court of Wards*, L. R. 4 P. C. 438; *Pooley v. Driver*, 5 Ch. D. 485; the question necessarily depending on the intention of the parties as appearing on the contract, or from their conduct: *Walker v. Hirsch*, 27 Ch. Div. 460 (questioning *Pawsey v. Armstrong*, 18 Ch. D. 698); *Badeley v. Consolidated Bank*, 38 Ch. Div. 238; *Hawksley v. Outram*, (1892) 3 Ch. (O. A.) 359, 371, 379. In order to make the receiver of profits liable as a partner, he must have received profits *quid* partner, and not in some other character, such as creditor: *Exp. Tennant*, 6 Ch. Div. 303; or exor of a deceased partner: *Holme v. Hammond*, 7 Ex. 218; although he might have entered into an agreement which would make him constructively a partner on its taking effect: *Dean v. Harris*, 33 L. T. N.S. 639; and so an agreement to employ a former clerk or servant at a salary varying with profits did not necessarily make him a partner: see *Walker v. Hirsch*, 27 Ch. Div. 460; *Pawsey v. Armstrong*, 18 Ch. D. 698; see also *Kilshaw v. Jukes*, 8 L. T. N.S. 387; *Bullen v. Sharp*, L. R. 1 O. P. 86; *Exp. McMillan*, 24 L. T. N.S. 143; *Re English and Irish Church and University Assurance Society*, 1 H. & M. 85; *Alfaro v. De la Torre*, 24 W. R. 510; *Ranken v. Alfaro*, 5 Ch. Div. 786; *Exp. Davis*, 32 L. J. Bky. 68; *Kelly v. Scotto*, 49 L. J. Ch. 383 (participation in building scheme not a partnership); *Hulton v. Lister*, W. N. (89) 172; reversed, *S. C.*, W. N. (90) 14.

But the presumption arising from receipt of profits might easily be supported by other circumstances, such as a common banking account and provisions for periodical settlement of account and division of profit (*Noakes v. Barlow*, 26 L. T. N.S. 136), or a firm name: *Re Rowland & Crankshaw*, 1 Ch. 421.

Bovill's Act.—Under the provision of 28 & 29 V. c. 36, corresponding with clause (a) of s. 2 of the Act of 1890, the time at which the advance was made was to be looked at, and if at that time there was a contract under which the lender was to receive a share of profits, the case was within the statute: *Re Stone*, 33 Ch. D. 541; and it made no difference that the share of profits was received nominally as salary: *S. C.*, following *Exp. Mills*, 8 Ch. 569.

And for a case in which the agreement was held to be for a partnership, and not for a "loan to a person about to engage in trade," within the meaning of s. 1 of Bovill's Act, see *Frowde v. Williams*, 56 L. T. N.S. 441.

The effect was to prevent the lender from proving for the loan in the bankruptcy of the borrower in competition with any of his creditors, and until all were paid in full he could not prove for any purpose: *Exp. Taylor, Re Grason*, 12 Ch. Div. 366; following *Exp. Mills*, 8 Ch. 569.

As to the effect of the Act upon the law as it stood independently of the Act, see *Pooley v. Driver*, 5 Ch. D. 485; and see Lindl. pp. 44, 45; 5th ed. 36 *seq.*

In order to give a lender the benefit of the Act, the relation of the parties must have been that of debtor and creditor (as distinguished from that of partners): *Pooley v. Driver*, 5 Ch. D. 458; a reference to the Act, even with a declaration that the lender should not be liable as a partner, would not exempt him from liability if in fact he had a partner's power of controlling the application of the money lent: *Exp. Delhasse*, 7 Ch. Div. 511.

The Act did not apply where the agreement was to pay profits for a fixed term which had expired: *Exp. Mills*, 8 Ch. 569; nor affect the rights under his mortgage-deed of a mortgagee with interest varying with profits: *Exp. Sheil*, 4 Ch. Div. 789; and an action to enforce such a security is not an action to recover principal profits or interest within the meaning of the Act: *Badeley v. Consolidated Bk.*, 38 Ch. Div. 238.

..A contract for a loan at a fixed rate of interest exceeding 20 p. c., but with

a proviso that a due allowance was to be made in the event of the borrower being unable to pay the interest out of the profits of his business, was held by Q. B. D. to be within the Act; but by C. A. to be void for uncertainty: *Re Vince*, (1892) 1 Q. B. 587; 2 Q. B. 478.

As to interest accruing on profits payable under an agreement for a loan, see *Spartali v. Constantanidi*, 20 W. R. 824.

LIABILITY OF THE PARTNERSHIP ESTATE TO SEPARATE CREDITORS.

By the Partnership Act, 1890, s. 25, it is now enacted that after the commencement of that Act (Jan. 1st, 1891), "a writ of execution shall not issue against any partnership property, except on a judgment against the firm," and provision is made for a new mode of execution against the share of a partner, as to which, *v. sup.* Vol. I., Chap. XXVII., p. 377.

Formerly, upon a judgment obtained against a partner, the sheriff seized in execution under a *fi. fu.* such of the partnership effects as were of a tangible nature, or within the provisions of 1 & 2 V. c. 110, s. 12.

The sheriff seized the whole of the partnership property and sold only the debtor's share of it: *Johnson v. Evans*, 7 Man. & Gr. 240; 8 Jur. 241; Lindl. 708.

The seizure did not extend to book debts, and the execution debtor was, after execution, still entitled to an account of the partnership property: *Habershon v. Blurton*, 1 D. & S. 121; *Helmors v. Smith*, 35 Ch. D. 436.

Upon seizure being made, the partners of the judgment debtor were entitled, prior to the commencement of the Judicature Acts, to institute a suit in Chancery to have the partnership account taken, a receiver appointed, and an injunction granted, restraining a sale by the sheriff, so as to prevent a stranger obtaining an interest in the partnership assets without their consent: Lindl. 690, 691; 5th ed. 359 *et seq.*; Story, Partnership, § 264; *Skip v. Harwood*, 2 Swa. 586.

As to liability of the joint estate on bankruptcy, *v. sup.* p. 1819.

SECTION V.—ACCOUNT IN ACTION BY BENEFICIARIES.

1. *Accounts and Inquiries as to Testator's Partnership Business.*

USUAL accounts of testator's personal estate:—"An inquiry what was the amount of the testator's capital, stock-in-trade, credits, debts, and liabilities in the partnership trade or business of &c., in the pleadings mentioned, on the footing of the deed of &c.; An inquiry whether any, and which, of the debts due to the said partnership at the date of the said deed remain unpaid, and under what circumstances, and whether any, and what, steps ought to be taken for recovering the same; An account of the business, and of the profits and losses thereof, in each year since the testator's death; An inquiry what is the present amount of the capital, and of the credits, debts, and liabilities of the said business, and how such capital has been derived."—Any settled account not to be disturbed; Deft P. (*exor*) to be charged with all moneys received by him, and to be allowed all sums properly paid by him to H. (*agent*) for carrying on the business under the will, and having regard to its terms—"An inquiry what sums of money have been paid by the Deft P. to the Deft. J. or to any other person &c.,

according to the terms of the testator's will; An inquiry whether it will be fit and proper, and for the benefit of the infant Plt, that the said business should be carried on, and in what manner and upon what terms"—(And Let such steps be taken respecting the recovery of the testator's debts and the said business as the Judge shall direct).—*Plumley v. Plumley*, V.-C. W., 24 Jan. 1848, B. 777; and see *Bowsher v. Watkins*, 1 R. & M. 283; *Travis v. Milne*, 9 Ha. 157; *Wedderburn v. Wedderburn*, 2 Keen, 752; 4 My. & C. 41.

For inquiries, to ascertain testator's share in the partnership trade at his death, and in the value of the goodwill, and declaration that the Deft (surviving partner and exor) ought to account for profits accruing from the employment of the testator's estate, with liberty to the Plts to apply for leave to charge him with interest instead of profits, see *McDonald v. Richardson*, V.-C. S., 26 July, 1858, B. 1789; 1 Giff. 90.

For accounts of dealings of three partnerships, any settled account not to be disturbed, and inquiries as to stock-in-trade, goodwill, capital, and profits, with liberty to state special circumstances as to the nature of the businesses, to show how far any of them depended on the personal skill of the testator or Deft, and inquiry as to alterations in the partnership premises, without prejudice to any question, see *Willett v. Blandford*, V.-C. W., 22 Dec. 1842, B. 546; 1 Ha. 272.

2. *Inquiries as to Testator's Assets in Foreign Firm, and Course to be taken.*

"LET &c. an inquiry whether any, and what, part of the testator's estate was at the time of his death invested in the business of the firm of &c., in India, or was due and owing from the said firm to him; And whether any, and what, parts thereof have, since the testator's death, been got in, and by whom, and how the same have been invested, applied, or disposed of, and whether any part thereof is still invested in the business of the said firm, or is due and owing from the said firm, and what course is fit and proper and for the benefit of the persons interested in the testator's estate to be taken in respect thereof."—*Cockerell v. Cockerell*, MSS.

For inquiry of what a testator's interest in the several mines, mining property, and shares in the pleadings mentioned consisted at the time of his death, and whether his interest in the said mines, mining property, or shares, or any of them, or in any part thereof, had ceased or determined, and if so how, see *Clements v. Hall*, M. R., 9 July, 1855, A. 1562; 2 D. & J. 180.

3. *Infants entitled to Profits—Inquiry whether for their Benefit to take Profits or Interest.*

"DECLARE that the Plt E. and the Deft G. the infants are entitled to an account of the profits made since the death of the testator in the trade carried on in his lifetime by him and the Deft R. as partners, which since his death has been carried on by the said Deft R."—Account of the profits of such trade, and of the value of the stock and effects therein, and of what such stock and effects consisted;—"An inquiry whether it would be more for the benefit of the Plt E. and the

Deft G. to take the testator's share of the said stock-in-trade and profits, or to accept the sum of £—, with interest as calculated &c."—*Burden v. B.*, M. R., 17 July, 1805, A. 1188; followed in *Heathcote v. Hulme*, 1 J. & W. 134.

4. *Survivor not entitled to Allowance for Management except Traveling Expenses and Disbursements—Lien on Share of Survivor.*

"It appearing to the Court to be more for the benefit of the Plt E. and the Deft G., the infants, to take the testator's share of stock-in-trade with the profits, Declare that the said infants were entitled to the same, and that the exors of the late Deft R. (*survivor and exor*) ought to account accordingly; And that the said R. was not entitled to any allowance for management, except a moiety for any expenses incurred in journeys and disbursements by the said R. on account of the trade, which have not been already allowed."—Account thereof.—"Declare that all parties ought to be charged with interest at the rate of £5 p. c. per ann. on moneys drawn out of the trade or partnership effects."—Account thereof; Directions to calculate interest and continue former accounts.—"Declare that the said infants have a lien on the said R.'s share of the money and funds in Court to the credit of &c. for their share in the said stock-in-trade and profits."—R.'s share to be valued and applied; what shall be certified to remain due from R. to be answered by the Defts his exors, they admitting assets.—*Burden v. B.*, M. R., 8 Feb. 1814, A. 497; 1 V. & B. 170; followed in *Stocken v. Dawson*, 6 Beav. 371, as to allowance for managing.

For order, on motion to vary certificate, declaring that the estate of the testator was not to be charged with certain sums, or credited with certain other sums, and that a certain sum or any part thereof was not to be charged against the estate of the testator in respect of any services performed by Deft M. (exor and professional accountant), and that the estate of the testator continued interested in the business, and was entitled to half the profits made by the Deft R. (exor and surviving partner), so long as the same was carried on by him under the firm of L. R. & Co., and until the said Deft R. assumed other persons as his partners in the said trade or business, and that after the period named the same Deft was to be charged with interest, and that the testator's represves were not to have any allowance in respect of salary for keeping the books for — months before his death, see *McDonald v. Richardson*, V.-C. S., 13 Jan. 1864, B. 253; 10 L. T. N.S. 166, 170; and see *S. C.*, 1 Giff. 81.

5. *Partnership Realty to be deemed Personalty.*

"DECLARE that the copyhold estates appearing by (the Chief Clerk's certificate dated &c.) to have been purchased on account of the partnership, and out of the funds and effects thereof, did form and are to be considered as part of the capital and effects of the partnership at the time of the decease of the testator, and that the testator's interest in the same copyhold estates, and in such other real estates, if any, as formed part of the capital and effects of the partnership at the time of

his decease, are to be considered in equity personal estate of the testator."—*Phillips v. P.*, M. R., 23 July, 1832, B. 2857; 1 M. & K. 649.

For declaration that the share of a co-owner of certain real estate, partly used as a quarry, was real estate and belonged to her heir-at-law, see *Steward v. Blakeway*, M. R., 24 July, 1868, B. 2386; 6 Eq. 479, 482; affirmed 4 Ch. 603.

6. *Tenant for Life and Remainderman—Profits Corpus or Income—Apportionment.*

"DECLARE that S. (*tenant for life*) was entitled to the whole of the testator's one-seventh share of the profits of the S. D. Colliery, in the pleadings mentioned, which were ascertained, declared, and paid in her lifetime, and also to the proportion up to the day of her decease of one-seventh share of the profits, which were ascertained, declared, and paid at the annual meeting which took place next after her decease."—Sums in Court to be paid to her exors; deficiency to be a charge on the testator's share in the colliery; testator's share in future profits to be applied in liquidation of the charge.—*Straker v. Wilson*, L. C., 17 April, 1871, B. 2271; 6 Ch. 503; varying order of V.-C. J., 29 March, 1870, B. 1611; 6 Ch. 506, n.

For declaration that the Plt (*tenant for life*) was entitled to receive as income the whole of the profits from the last annual division before the testator's death, and the apportioned part of the interest on his capital which accrued since his death, see *Ibbotson v. Elam*, M. R., 1 Eq. 194.

NOTES.

PARTIES TO ACTIONS BY BENEFICIARIES.

To an action by beneficiaries against the represves of a deceased partner for a general partnership account, all the surviving partners must be made parties: *Vyse v. Foster*, 7 H. L. 318; *Simpson v. Chapman*, 4 D. M. & G. 154, 167.

But an action may be maintained against the represves for an account of profits actually received by them, without making parties the members of any firm in which such profits were earned: *McDonald v. Richardson*, 1 Giff. 81; *Palmer v. Mitchell*, 2 My. & K. 672, n.; Lindl. 5th ed., pp. 612, 613.

An action by beneficiaries against exors and survivors is only justified by collusion: *Newland v. Champion*, 1 Ves. 105; 2 Coll. 46; or other special circumstances: *Law v. L.*, 2 Coll. 41; presenting a substantial impediment to justice in any action by the exors: *Travis v. Milne*, 9 Ha. 150; not merely by an allegation that the exor refuses to sue: *Jackson v. J.*, 28 L. T. N.S. 189.

The assent of an exor to a specific bequest of a share of goodwill does not enable the legatee to sue the surviving partner: *Robertson v. Quiddington*, 28 Beav. 529; and an assignment by an exor of a deceased partner's share to the beneficiaries entitled to it does not bar an action by the exor in respect of a particular partnership asset, and for a receiver, to which the assignees are not parties: *Clegg v. Fishwick*, 1 Mac. & G. 294.

TITLE OF BENEFICIARIES.

The title of beneficiaries under the will of a partner is subject to the partnership liabilities; so that a bequest of the partner's share in a partnership chattel failed, where the debts exhausted the assets: *Farquhar v. Had-den*, 7 Ch. 1; and a minor's share of the proceeds of a concern sold for cash

and bills was not exonerated from deduction for the discount of the bills: *King v. Malcolmson*, 1 R. 10 Eq. 220.

As to terms of bequests of shares in partnerships—

—“sums due and owing” did not include unascertained value of share: *Martin v. Hobson*, 28 L. T. N.S. 429;

“represes of partners” meant legal pers. represes of deceased partners, not members of the present firm: *Leak v. McDowall*, 3 N. R. 185.

And for power to bequeath to “legitimate male descendants,” see *Beamish v. B.*, 1 R. 4 Eq. 20.

INTEREST OR PROFITS.

Where capital is properly left by exors in a partnership, the partnership is (in the absence of express agreement), liable to account for the profits made by its employment, but not for interest, both as between the exors and the survivors, and the beneficiaries and the exors: *v. sup.* p. 1811; and see *Vyse v. Foster*, 7 H. L. 329.

But where it is wrongfully left in the business by exors, or wrongfully employed by them in it, the beneficiaries may at their option charge them with interest or profits: Partnership Act, 1890, s. 42, *sup.* p. 1817; *Docker v. Somes*, 2 My. & K. 655; *Palmer v. Mitchell*, *ib.* 672, n.; *Heathcote v. Hulme*, 1 J. & W. 122; and where the partners have notice of the breach of trust, they are liable equally with the exors: *Flockton v. Bunning*, 8 Ch. 323, n.; *per* Lord Cairns in *Vyse v. Foster*, 7 H. L. 334; *Travis v. Milne*, 9 Ha. 141; and see *Willett v. Blandford*, 1 Ha. 253; *Wedderburn v. W.*, 4 M. & C. 41; *McDonald v. Richardson*, 1 Giff. 81; *Tournend v. T.*, 1 Giff. 201.

An exor can only carry on a trade for the purpose of winding-up: see *Lewin on Trusts*, 650; but may complete some contracts: *McClean v. Kennard*, 9 Ch. 336; *Collinson v. Lister*, 20 Beav. 356, 365; 7 D. M. & G. 634; and he may sell the share of the deceased to the survivors; and in such a contract, or in a similar contract contained in partnership articles, time is not of the essence of the contract: *Chambers v. Howell*, 11 Beav. 6; *Vyse v. Foster*, 7 H. L. 318.

CORPUS OR INCOME.

Interest payable under articles of partnership, upon a partner's share of the capital, is apportionable on his death: that part accruing due before his death is *corpus* of his estate, that accruing afterwards is income: *Ibbotson v. Elam*, 1 Eq. 188.

Profits wholly earned during the partner's lifetime, but not ascertained until after his death, are *corpus*: *Broune v. Collins*, 12 Eq. 586; profits partly earned during the partner's lifetime are income, and are not apportionable: *Ibbotson v. Elam*, 1 Eq. 188; *Lambert v. L.*, 16 Eq. 320.

Where a testator bequeathed a share in a colliery to his widow for life, with remainder over, and the partners had power by their articles either to divide the profits or retain them in the business, it was held that the profits so divided were income, and were apportionable on the death of the tenant for life, but that the profits retained were *corpus*: *Straker v. Wilson*, 6 Ch. 503; *Form 6*, *sup.* p. 1829.

Where a particular contract is being completed by the survivors, and for that purpose, or for the purpose of liquidation, the survivors employ the capital of the deceased partner, the profits arising from it are *corpus*, and the tenant for life is entitled to interest at £4 p. c. from the time of the testator's death upon the value of the testator's share at his death: *Jackson v. J.*, 20 L. T. N.S. 354; *Fearn v. Young*, 9 Ves. 549; and see *Brown v. Gellatly*, 2 Ch. 751; and *v. sup.* Vol. II., pp. 1418, 1419.

As to the adjustment of profits and losses of successive years, as between tenant for life and remainderman, of the business of a testator carried on pursuant to a direction contained in his will, see *Gow v. Forster*, 26 Ch. D. 672; *Upton v. Brown*, 26 Ch. D. 688.

Where a settled fund was improperly employed in carrying on a business, the tenant for life was held entitled only to 4 p. a. on the fund and the

accretions of profits similarly employed: *Re Hill, H. v. H.*, 50 L. J. Ch. 551; 45 L. T. N.S. 126.

REAL OR PERSONAL ESTATE.

By the Partnership Act, 1890, s. 20, "(1.) All property and rights and interests in property originally brought into the partnership stock or acquired, whether by purchase or otherwise, on account of the firm, or for the purposes and in the course of the partnership business, are called in this Act partnership property, and must be held and applied by the partners exclusively for the purposes of the partnership, and in accordance with the partnership agreement. (2.) Provided that the legal estate or interest in any land, or in Scotland the title to an interest in any heritable estate, which belongs to the partnership shall devolve according to the nature and tenure thereof, and the general rules of law thereto applicable, but in trust, so far as necessary, for the persons beneficially interested in the land under this section. (3.) Where co-owners of an estate or interest in any land, or in Scotland of any heritable estate, not being itself partnership property, are partners as to profits made by the use of that land or estate, and purchase other land or estate out of the profits to be used in like manner, the land or estate so purchased belongs to them, in the absence of an agreement to the contrary, not as partners, but as co-owners for the same respective estates and interests as are held by them in the land or estate first mentioned at the date of the purchase."

By s. 21, "unless the contrary intention appears, property bought with money belonging to the firm is deemed to have been bought on account of the firm."

By s. 22, "where land or any heritable interest therein has become partnership property, it shall, unless the contrary intention appears, be treated as between the partners (including the represves of a deceased partner), and also as between the heirs of a deceased partner and his exors or admors, as personal or moveable and not real or heritable estate."

Real estate "substantially involved in a partnership trade" has in equity always been treated as personalty as between the real and personal represves of the partners, whether acquired by descent, devise, or otherwise: *Waterer v. W.*, 15 Eq. 402; *Lindl. 667 et seq.* (4th ed.); 333 *et seq.* (5th ed.); and although conveyed to the partners as joint tenants: *Re Thomas Ryan*, 1. R. 4 Eq. 232.

But where land had been dealt with as realty for a course of years, it was so deemed in equity, and descended to the heirs of the co-owners: *Steward v. Blakeway*, 6 Eq. 479; 4 Ch. 603.

And an agreement by a partner to retire and assign his share in the partnership assets, which comprise land, is within sect. 4 of the Statute of Frauds: *Gray v. Smith*, 43 Ch. Div. 208.

The share or interest of a deceased partner not being property situate in England, is not subject to probate duty: *Laidlay v. Lord Advocate*, 15 App. Ca. 468.

CHAPTER L.

SPECIFIC PERFORMANCE.

SECTION I.—RIGHT TO RELIEF.

1. *Declaration of Right.*

"DECLARE that the agreement dated the — day of — in the pleadings mentioned ought to be specifically performed and carried into execution, and order and adjudge the same accordingly."—Consequent directions.

2. *The Like Declaration.*

"DECLARE that the Plt is entitled to a specific performance of the agreement dated the — day of — in the pleadings mentioned, and order and adjudge the same accordingly."—Consequent directions.—Form 2, *inf.* p. 1850.

3. *The Like—Agreement established.*

"DECLARE that the (letters of the — day of — and the — day of —) in the pleadings mentioned constituted a binding agreement between the Plt and the Deft, and that the same agreement ought to be specifically performed and carried into execution, and order and adjudge the same accordingly."—Consequent directions.—See *Stone v. Smith*, *inf.* p. 1862, Form 6; *Green v. Sevin*, *inf.* p. 1861, Form 4; *Eadie v. Addison*, *inf.*, sect. 3, p. 1887, Form 7.

4. *The Like—Agent declared duly authorized.*

"DECLARE that the agreement of the — of — in the writ (pleadings) mentioned was duly entered into by the Deft B. on his own behalf and as the duly authorized agent of the Defts E., D. and J., and of H. deceased; And Declare that the said agreement ought to be specifically performed and carried into execution, and order and adjudge the same accordingly."—Consequent directions.—*Dale v. Bateson*, V.-C. M., 7 Aug. 1878, A. 1763.

For forms of declaration where an agreement is enforced with modifications, see Sect. IV. (III.), Form 1, *inf.* p. 1896, (V.), Form 1, *inf.* p. 1897.

For forms of conditional declaration upon a reference as to title, see Sect. II. (I.), Form 1, *inf.* p. 1849.

For forms of consequent directions in the case of agreements for the sale or purchase of land, see Sect. II., *inf.* p. 1850;

—in the case of an agreement for a lease, see Sect. III., *inf.* p. 1886;

—in the case of an agreement for the transfer of shares, see Sect. IV. (I.), *inf.* p. 1893;

—in the case of an agreement for the execution of works, see Sect. IV. (II.), *inf.* pp. 1894, 1895;

—in the case of an agreement for the grant of an annuity, see Sect. IV. (IV.), *inf.* p. 1896;

—in the case of an agreement for the employment of a manager of works, see Sect. IV. (V.), *inf.* p. 1897;

—in the case of an agreement for the compromise of rights, see Sect. IV. (VI.), *inf.* p. 1897.

For decrees for specific performance of an agreement for a settlement, see *Coverdale v. Eastwood*, 15 Eq. 121, Vol. II. p. 1423;

—of an agreement to execute a separation deed, see *Gibbs v. Harding*, 5 Ch. 536; *sup.* Vol. II. p. 813, Form 2;

—of an agreement to execute a mortgage deed, see *Hermann v. Hodges*, 16 Eq. 18; *sup.* Vol. II. p. 1694, Form 1;

—of a partnership agreement, see *England v. Curling*, 8 Beav. 140, Chap. XLIX., Sect. I., Form 1, *sup.* p. 1793.

5. *Judgment for Specific Performance, with Inquiry as to Damages.*

“**DECLARE** that the agreement in the pleadings mentioned ought to be specifically performed and carried into execution, and order and adjudge the same accordingly; And Let an inquiry be made what damages have been sustained by the Plt by reason of the Deft not having specifically performed the said agreement; And Let the Deft N., within — days from the date of the Chief Clerk’s certificate, pay to the Plt O. what shall be certified to be due to him in respect of such damages”;—Deft to pay Plt’s costs.—Injunction against acting in contravention of the agreement.—Liberty to apply in Chambers touching the costs of the inquiry, and to apply generally.—*Orton v. Napper*, V.-C. W., 15 Feb. 1864, B. 320.

For forms where the damages are assessed at the hearing, see Sect. III., *inf.* pp. 1886, 1887.

And for form where the damages are given in the alternative, *Ib.*

For issue as to damages, see *Cory v. Thames Iron Works Co.*, V.-C. W., 21 April, 1863, A. 876; 11 W. R. 589; Vol. I. p. 333.

6. *Specific Performance enforced against Executors of Deceased Purchaser—Re-sale.*

DECLARE that the Plt is entitled to specific performance of the agreement, dated &c., so far as it remains to be performed; And Let &c.; And Declare that the Defts, as exors of A. B., are bound to accept the title of the Plt to the hereditaments comprised in the said agreement.—Refer to taxing master to tax the Plt’s costs of action.—Let interest be computed by the taxing master at the rate &c., on &c., the residue in the pleadings mentioned of the purchase-money for the hereditaments comprised in the said agreement from &c.; And the taxing master is to certify the amount of such interest; And the Defts, the

exors of A. B., not admitting assets belonging to the estate of the testator sufficient to pay the £—, interest and costs as aforesaid, and to discharge the other liabilities of the testator, Let the said hereditaments be re-sold, with the approbation of the Judge, and the net proceeds of such re-sale be paid to the Plt; And Let, if such net proceeds shall be more than sufficient to pay the said £—, interest and costs as aforesaid, the Plt pay the balance of such net proceeds to the Defts; And if such net proceeds shall not be sufficient to pay the said £—, interest and costs, Let the Plt be at liberty to go in and prove his claim as a creditor upon the testator's estate in the action of &c. for the amount of the deficiency; And in case no purchaser shall be found for the said hereditaments at such re-sale, Let the Plt be at liberty to go in and prove his claim as a creditor upon the testator's estate in the said action for the whole of the said £—, interest and costs; And upon his executing to the Defts a proper conveyance, to be settled &c., of the said hereditaments, and delivering to them (upon oath, if required) all deeds &c.—Inquiry as to damages by reason of Defts not having specifically performed agreement.—Liberty to Plt to prove for amount of damages against testator's estate.—*Galloway v. Young*, V.-C. B., 3 July, 1886, A. 1020.

NOTES.

NATURE OF JURISDICTION.

"The exercise of the jurisdiction of equity as to enforcing the specific performance of agreements is not a matter of right in the party seeking relief, but of discretion in the Court—not an arbitrary or capricious discretion, but one to be governed as far as possible by fixed rules and principles": *Lamare v. Dixon*, L. R. 6 H. L. 414, 423; and see *White v. Damon*, 7 Ves. 30, 35; *Marshall v. Berridge*, 19 Ch. Div. 233; Story, Eq. Jur. § 742.

"Unquestionably the original foundation of these decrees was simply this, that damages at law would not give the party the compensation to which he was entitled; that it would not put him in a situation as beneficial to him as if the agreement was specifically performed:" *Harnett v. Yielding*, 2 Sch. & Lef. 549, 556; *Wilson v. Northampton, &c. Ry. Co.*, 9 Ch. 279; *Cuddee v. Rutter*, 1 L. C. Eq. 848; 6th ed. 907.

And "no principle can be more sacred than that a man shall be compelled to perform his contract. In all cases" where the agreement is proved, and the established rules according to which the Court acts in its judicial discretion do not interfere, "the jurisdiction ought to be exercised": M. R., in *Leech v. Schweder*, 9 Ch. 463, 468, n.

These rules relate to the *kinds of agreement* which will be specifically enforced, or to the reasons for which Equity will refuse its assistance in cases where specific performance might otherwise be decreed, i.e., to the *grounds of defence* to the suit, or to the cases in which Equity will give only a partial assistance.

WHAT AGREEMENTS MAY BE ENFORCED.

The Court will only interfere in cases where, from the nature of the subject-matter, there is no adequate remedy at Law for breach of the agreement, and it can superintend and enforce the execution of its judgment.

Specific performance may therefore be adjudged—

— of agreements for the sale or lease of lands as of course: *Hall v. Warren*, 9 Ves. 603; unless the judgment would be inoperative, e.g., where the agreement is for a lease, to contain covenants of which advantage might

be taken to deprive the Plt of all benefit under the deed: *Rankin v. Lay*, 2 D. F. & J. 65; *Gregory v. Wilson*, 9 Ha. 683; *Jones v. J.*, 12 Ves. 188; Fry, Sp. Perf. p. 19; 3rd ed. 142; or where the intended term has expired before the hearing: *Moore v. Marrable*, 1 Ch. 217; *De Brassac v. Martyn*, 2 N. R. 512; *Nesbitt v. Meyer*, 1 Sw. 223; *Turnor v. Clowes*, 17 W. R. 274; and see *Walters v. Northern Coal Co.*, 5 D. M. & G. 639;

— and so in cases of the exercise of options to purchase or take leases reserved in agreements for tenancy or in leases: *Moss v. Barton*, 1 Eq. 474; *Hersey v. Giblett*, 18 Beav. 174; in favour of the tenant's assignees, or after the determination of the tenancy: *Moss v. Barton*, 1 Eq. 474; *Buckland v. Pupillon*, 1 Eq. 477; 2 Ch. 67; and see *Hall v. Bushill*, 14 W. R. 495; and as to such option under a will, see *Austin v. Tawney*, 2 Ch. 143; as to sufficiency of notice to trustees to exercise an option, see *Sutcliffe v. Wardle*, W. N. (90) 126; 63 L. T. N.S. 239; and for a case in which an option to purchase a hotel given by a testator to his son was held to be personal to the son, and not transmissible to his exors, see *Re Cousins*, *Alexander v. Cross*, 30 Ch. Div. 203;

— and in cases of rights of pre-emption under agreements: *Galton v. Emuss*, 1 Coll. 243; or under sect. 128 of the L. C. C. Act, 1845; *L. Carington v. Wycombe Ry. Co.*, 3 Ch. 377; 2 Eq. 825; *L. & S. W. Ry. Co. v. Blackmore*, L. R. 4 H. L. 610; and in the latter case in favour of lessees: *Coventry v. L. B. & S. C. Ry. Co.*, 5 Eq. 104; and as to such rights generally, see *Highgate Archway Co. v. Jeakes*, 12 Eq. 9; *Brooke v. Garrod*, 2 D. & J. 62; *Stocker v. Dean*, 16 Beav. 161; but mere offers to sell will not be enforced: *Dickinson v. Dodds*, 2 Ch. D. 463;

— and in the case of notices to treat under the L. C. C. Act, 1845, where the price has been ascertained: *Harding v. Metn. Ry. Co.*, 7 Ch. 154; *Mason v. Stokes Bay Co.*, 11 W. R. 80; *Regent's Canal Co. v. Ware*, 23 Beav. 575; *Loosmore v. Tiverton & N. Devon Ry. Co.*, 22 Ch. Div. 25; 9 App. Ca. 480; *Re Pigott and G. W. Ry. Co.*, 18 Ch. D. 150; although the special provisions relating to commons are not observed: *Bee v. Stafford & Uttoxeter Ry. Co.*, 23 W. R. 868; or the price is only verbally assented to: *Watts v. W.*, 17 Eq. 215; but not on mere service of the notice: *Adams v. Blackwall Ry. Co.*, 2 Mac. & G. 118; *Haynes v. H.*, 1 Dr. & Sm. 427; where the price is not agreed upon: *Re Arnold*, 33 Beav. 591; for although such a notice constitutes an obligation to take and give up the land comprised in it: *Metn. Ry. Co. v. Woodhouse*, 13 W. R. 516; *Bristol, &c. Ry. Co. v. Somerset & Dorset Ry. Co.*, 22 W. R. 399, 601; yet it may be withdrawn on a counter notice to take the whole of a property instead of a part, even after notice of an application for a surveyor: *Grierson v. Cheshire Lines Committee*, 19 Eq. 83; and the proper remedy upon it is *mandamus*, not specific performance: *Lind v. Isle of Wight Ferry Co.*, 1 N. R. 13; and as to such notices generally, see *Shepherd v. Corporation of Norwich*, 30 Ch. D. 553; *Stretton v. G. W. Ry. Co.*, 5 Ch. 751; *Richmond v. N. London Ry. Co.*, 5 Eq. 352; 3 Ch. 679; *Ystalyfera Iron Co. v. Neath & Brecon Ry. Co.*, 17 Eq. 142; *Re Corp. of Huddersfield*, 17 Eq. 476; 10 Ch. 92; and as a bar to specific performance of a prior engagement, see *Bedford, &c. Ry. Co. v. Stanley*, 2 J. & H. 746;

—of agreements for the sale of annuities: *Withy v. Cottle*, 1 S. & S. 174; or for the grant of an annuity: *Peel v. P.*, 17 W. R. 586; on a sale: *Clifford v. Turrell*, 1 Y. & C. O. 138; or on a dissolution of partnership: *Aubin v. Holt*, 2 K. & J. 66; or on release from an alleged promise of marriage: *Keenan v. Handley*, 2 D. J. & S. 283;

—for the sale and delivery of chattels only in cases where damages would manifestly be an inadequate compensation, or incapable of proper assessment, *e. g.*, heirlooms: *Pusey v. P.*, 1 L. C. Eq. 890; 6th ed. 961; *D. of Somerset v. Cookson*, 1 L. C. Eq. 891; 6th ed. 962; a rare tobacco-box: *Fells v. Read*, 3 Ves. 70; unique china: *Falcke v. Gray*, 4 Drew. 651; a picture painted by the Plt: *Dowling v. Bettjeman*, 2 J. & H. 544; future dividends upon the debts proved under a bankruptcy: *Adderley v. Dixon*, 1 S. & S. 605; stones from old Westminster bridge: *Thorn v. Commrs. of Works*, 32 Beav. 490; a derrick: *Cory v. Thames Ironworks, &c. Co.*, 11 W. R. 589; S. C., 16 W. R. 475; but not of merchandise: *per* Ld. Hardwicke in *Buxton v. Lister*, 3 Atk. 384; though the agreement be for future deliveries: *Fothergill v. Bowland*, 17 Eq. 141;

—for the allotment of shares in companies: *Price v. Denbigh, &c. Ry. Co.*,

17 W. R. 572; if any shares remain available: *Ferguson v. Wilson*, 2 Ch. 77;

—for the sale of shares in railways: *Duncuft v. Albrecht*, 12 Sim. 190; though nothing has been paid on them: *Cheale v. Kenward*, 3 D. & J. 27; or in other companies: *Paine v. Hutchinson*, 3 Ch. 388; though the name and form of the company has been changed after the date of the agreement: *Turner v. Moy*, 32 L. T. N.S. 56; but not of stock: *Cuddee v. Rutter*, 1 L. C. Eq. 848; 6th ed. 907; *Mason v. Armitage*, 13 Ves. 36;

—for the cancellation of shares in accordance with provisions in the articles of association: *Marshall v. Glamorgan Iron and Coal Co.*, 7 Eq. 129;

—for the sale of patents: *Cogent v. Gibson*, 32 Beav. 557; or future inventions: *Printing, &c. Co. v. Sampson*, 19 Eq. 462;

—for the sale of goodwill with business premises and fixtures: *Smith v. Peters*, 20 Eq. 511; or with plant and a trade secret: *Bryson v. Whitehead*, 1 S. & S. 74; and in consideration of shares: *Re Mercantile and Exchange Bk.*, 12 Eq. 275; and see *Hawksley v. Outram*, (1892) 3 Ch. 359; and retirement from a partnership: *Gray v. Smith*, 43 Ch. Div. 208; but not of goodwill simpliciter: *Baxter v. Conolly*, 1 J. & W. 580; nor of a "business," where the agreement provides no mode of transfer which the Court can enforce: *Bozon v. Farlow*, 1 Mer. 459; and as to the sale of a medical practice, *quære*: *May v. Thomson*, 20 Ch. Div. 705; and as to goodwill generally, *v. Vol. I. p. 552*, and *sup. p. 1809*.

—for the execution of a bond, with a condition against trading within certain limits: *Avery v. Langford, Kay*, 663; and as to similar agreements, *v. sup. Vol. I. pp. 463, 468*; *Gravelly v. Barnard*, 18 Eq. 518;

—for the execution of mortgage deeds, or bills of sale, where money has been advanced, or liabilities incurred on the faith of the agreement: *Taylor v. Eckersley*, 2 Ch. Div. 302; though the deeds are to contain an immediate power of sale: *Ashton v. Corrigan*, 13 Eq. 76; *Hermann v. Hodges*, 16 Eq. 18; *v. sup. Vol. II. p. 1694*; but not of an agreement to borrow money on mortgage: *Rogers v. Challis*, 27 Beav. 175;

—for the execution of settlements or assurances, in conformity with marriage articles or agreements: *Coverdale v. Eastwood*, 15 Eq. 121; *Jeston v. Key*, 6 Ch. 610; *Ungley v. U.*, 5 Ch. D. 887; *et v. sup. Vol. II. p. 1423*;

—for the execution of separation deeds: *Wilson v. W.*, 1 H. L. C. 538, *et v. sup. Vol. II. p. 812*; though comprising also an agreement for the compromise of divorce proceedings: *Hart v. H.*, 18 Ch. D. 670;

—for the execution of works or buildings specified in an agreement for sale: *Wells v. Maxwell*, 32 Beav. 408; or in agreements for leases, when sufficiently defined: *Baumann v. James*, 3 Ch. 508; *Cubitt v. Smith*, 10 Jur. N.S. 1123; *Form 2, inf. p. 1895*; *Hepburn v. Leather*, 50 L. T. N.S. 660; and see *Lowther v. Heaver*, 41 Ch. Div. 248; or for making and maintaining accommodation works where the Defts have received the full consideration for the agreement: *Firth v. Midland Ry. Co.*, 20 Eq. 100; *Greene v. West Cheshire Ry. Co.*, 13 Eq. 44; *Wilson v. Furness Ry. Co.*, 9 Eq. 28; *Lytton v. Great Northern Ry. Co.*, 2 K. & J. 394; *Sanderson v. Cockermonth, &c. Ry. Co.*, 11 Beav. 497; 2 H. & T. 327; *Storer v. Great Western Ry. Co.*, 2 Y. & C. C. 48; or where money has been laid out by the Plt, with the knowledge of the Defts, upon the faith of the agreement: *Laird v. Birkenhead Ry. Co.*, Joh. 500; but not of a mere preliminary agreement, where the houses to be built have not been ascertained: *Wood v. Silcock*, 51 L. T. N.S. 46; nor if justice can be more satisfactorily done by giving damages: *Wilson v. Northampton, &c. Ry. Co.*, 9 Ch. 279; nor where something further than what is expressly stipulated for is necessary to be done in order to accomplish the object of the contract: *Saunders v. Brading Harbour Co.*, 52 L. T. N.S. 426; nor where a plan remains to be approved of by the parties: *Brace v. Wehnert*, 25 Beav. 348; nor where arbitrators fail to agree upon details to be settled by them: *Tillett v. Charing Cross Bridge Co.*, 26 Beav. 419; nor in the case of repairs: *Hills v. Barclay*, 16 Ves. 405; *Paxton v. Newton*, 2 Sm. & G. 440; *Story, Eq. Jur. § 727*; and see *Merchant Trading Co. v. Banner*, 12 Eq. 18; except as merely ancillary portions of other agreements: *Baumann v. James*, 3 Ch. 508; *Paxton v. Newton*, 2 Sm. & G. 404; nor where the agreement results in a mere money demand: *Crampton v. Varna Ry. Co.*, 7 Ch. 562; nor for the enforcement of "common cove-

nants in husbandry:" *Phipps v. Jackson*, W. N. (87) 46; 56 L. J. Ch. 550, citing *Rayner v. Stone*, 2 Eden, 128; nor where the agreement is too vague for the Court to effectually superintend its execution: *S. Wales Ry. Co. v. Wythes*, 5 D. M. & G. 880; *Peto v. Brighton, &c. Ry. Co.*, 1 H. & M. 468; and see *Hart v. H.*, 18 Ch. D. 670; *Ryan v. Mutual Westminster Chambers Assoc.*, (1893) 1 Ch. 116; but mere vagueness is not a sufficient objection if the subject-matter has become definite at the time when the Court is asked to enforce the contract: *Re Clarke, Coombe v. Carter*, 36 Ch. Div. 348; *Tailby v. Official Receiver*, 13 App. Cas. 523;

—for a grant of mutual easements: *McManus v. Cooke*, 35 Ch. D. 681;

—for the performance of personal services in special cases only as a ground for further relief: *Rishton v. Grissell*, 5 Eq. 326, Form 1, *inf.* p. 1897; but not otherwise: *White v. Boby*, 26 W. R. 133; *Ogden v. Fossick*, 4 D. F. & J. 426; *Brett v. East India, &c. Co.*, 2 H. & M. 404; *Pickering v. Bp. of Ely*, 2 Y. & C. C. 249; *Ryan v. Mutual Westminster Chambers Assoc.*, *sup.*

—for partnerships or duties involving confidence under special circumstances only: *England v. Curling*, 8 Beav. 129; and not usually: *Scott v. Rayment*, 7 Eq. 115; nor for performance of acts to continue through a number of years: *Blackett v. Bates*, 1 Ch. 117; *Phipps v. Jackson*, 56 L. J. Ch. 550;

—for compromise of rights or actions: *Pryer v. Gribble*, 10 Ch. 534, 539; *Richardson v. Eyton*, 2 D. M. & G. 79.

As to specific performance of awards, see *Earl Darnley v. L. C. & D. Ry. Co.*, L. R. 2 H. L. 43; *Blackett v. Bates*, 1 Ch. 117; 2 H. & M. 610; *Nickels v. Hancock*, 7 D. M. & G. 300.

Specific performance was refused of a verbal agreement to grant a licence to use photographs to illustrate a periodical: *Strahan v. Graham*, 15 W. R. 487; and was also refused in the case of underwriter's slip: *Morocco Co. v. Fry*, 12 W. R. 310.

Under the Merchant Shipping Acts, the Court has jurisdiction to decree specific performance of agreements for the sale of British ships: see 1 L. O. Eq. 867; 6th ed. 930; *Fry*, 3rd ed. 682; *M'Calmont v. Rankin*, 2 D. M. & G. 403; even independently of the Merchant Shipping Act, 1862; *Batthyany v. Bouch*, 50 L. J. Q. B. 421; 44 L. T. N.S. 177, distinguishing *Liverpool Bank v. Turner*, 1 J. & H. 159; 2 D. F. & J. 502; and as to the jurisdiction in the case of an agreement to be performed in England for the sale of a foreign ship, see *Hart v. Herwig*, 8 Ch. 860; Vol. I., p. 615.

Sect. 47 of the Fines and Recoveries Act does not prevent the Court from granting specific performance of an agreement to execute a disentailing assurance: *Bankes v. Small*, 36 Ch. Div. 716.

The Court will enforce agreements relating to lands situate out of the jurisdiction: *Penn v. Lord Baltimore*, 2 L. O. Eq. 923; 6th ed. 1047; but only in a proper case for its interference: *Davis v. Park*, 8 Ch. 862, n.; and when the parties are within the jurisdiction: *Paget v. Ede*, 18 Eq. 118; and the Court will not entertain jurisdiction with regard to contested claims as to foreign land depending upon questions of foreign law: *Re Hawthorne, Graham v. Mussey*, 23 Ch. D. 743; *Companhia de Mocambique v. British S. Africa Co.*, (1892) 2 Q. B. 358; and see *Fry* on Specific Performance, 3rd ed. 55, 56; and *sup.* Vol. I., pp. 625, 626.

For cases in which agreements of which specific performance could not be decreed have not been enforced by injunction, see *Fothergill v. Rowland*, 17 Eq. 132; *Powell Duffryn Co. v. Taff Vale Ry. Co.*, 9 Ch. 331; *Phipps v. Jackson*, 56 L. J. Ch. 550; *Wheatley v. Westminster Brymbo Co.*, 9 Eq. 538; and see Vol. I., p. 466.

The right to enforce a covenant may be lost by Plt's acquiescence (*v. inf.* p. 1848); but not by a change in the character of the neighbourhood beyond the control of Plt: *Sayers v. Collyer*, 28 Ch. D. 103.

GROUND OF DEFENCE TO THE ACTION.

These relate to—1, the proper establishment of the agreement; 2, the nature of the agreement; 3, the circumstances of its inception; 4, the capacity of the parties to enter into and to perform it; and 5, their conduct with reference to it.

1. Establishment of the Agreement:—

Statute of Frauds.]—"An agreement is the result of the mutual assent of
VOL. III. 6 B

two parties to certain terms. . . . As soon as the fact is established of the final mutual assent of the parties to certain terms, and," in cases within the Statute of Frauds, "those terms are evidenced by any writing signed by the party to be charged, or his agent lawfully authorized, there exist all the materials which this Court requires to make a legally binding contract:" *per* Lord Westbury in *Chinnock v. March. of Ely*, 4 D. J. & S. 638; and see *Ridgway v. Wharton*, 6 H. L. C. 238, 288, 295; *Preston v. Luck*, 27 Ch. Div. 497, 502.

In cases within the statute all essential terms must be evidenced by writing: *Rossiter v. Miller*, 5 Ch. D. 648, 656; *Rose v. Cunynghame*, 11 Ves. 550; *Dart, V. & P.* 207; 6th ed. 239; *Sugd. V. & P.* 133; and evidence in writing as to some terms only is not sufficient: *Nesham v. Selby*, 7 Ch. 406; and the memorandum must be of an agreement complete at the time when the memorandum is made: *Munday v. Asprey*, 13 Ch. D. 855.

The vendor or lessor must be sufficiently described: *Williams v. Jordan*, 6 Ch. D. 517; *Skelton v. Cole*, 1 D. & J. 587; "the proprietors": *Rossiter v. Miller*, 3 App. Ca. 1124; 5 Ch. Div. 648; *Sale v. Lambert*, 18 Eq. 1; "trustee selling under a trust for sale": *Cailling v. King*, 5 Ch. D. 660; "company in possession": *Commins v. Scott*, 20 Eq. 11; "trustees": *Bourdillon v. Collins*, 19 W. R. 556; "executors": *Hood v. Lord Barrington*, 6 Eq. 218; have been held sufficient; *secus*, "vendor": *Potter v. Duffield*, 18 Eq. 4; *Butcher v. Nash*, 61 L. T. N.S. 72; W. N. (89) 116 (though the particulars stated that the sale was by direction of the "owner"); or "landlord," used by way of reference to the "vendor": *Coombs v. Wilkes*, (1891) 3 Ch. 77; or "client," or "friend," of a named agent, or "solr to the vendor," even where the solr is himself the vendor and is described in the contract as "A. B., solr to the vendor": *Jarrett v. Hunter*, 34 Ch. D. 182.

Where the name of the lessor was alone referred to in the body of the agreement, the other party being described as "the tenant," but both parties signed, the memorandum was sufficient: *Stobell v. Niven*, 61 L. T. N.S. 18; 60 L. T. N.S. 382; W. N. (89) 46, 100.

Property, price, and the interest to be conveyed must all be referred to: *Dolling v. Evans*, 15 W. R. 394. If no less estate be specified, or appear to be intended, the agreement is for the sale of the fee simple: *Barnes v. Wood*, 8 Eq. 424; if a less estate appear to be intended, but is not specified, the whole of the vendor's interest is included, unless the agreement contains indications to the contrary, when specific performance will be refused: *Dolling v. Evans*, 15 W. R. 394; *Cox v. Middleton*, 2 Drew. 209. Any description of the property is sufficient if it can be identified: *Ogilvy v. Foljambe*, 3 Mer. 61; *Owen v. Thomas*, 3 My. & K. 353; *Bleakley v. Smith*, 11 Sim. 150; *Wylson v. Dunn*, 34 Ch. D. 569; and, in general, any two specific terms applying to the subject-matter will constitute a sufficient description: *Shardlow v. Cotterell*, 20 Ch. Div. 90, *per* Jessel, M. R.; and that which is a sufficient description under s. 5 of the statute will be sufficient under s. 4: *S. C.*

In an agreement for a lease, in order to satisfy the statute, the date from which the term is to commence must be stated definitely or collected by reasonable intendment from the whole agreement, and the date of the agreement cannot be taken as the date of the lease: *Marshall v. Berridge*, 19 Ch. Div. 233 (overruling *Jaques v. Millar*, 6 Ch. D. 153); *Re Lander and Bagley*, (1892) 3 Ch. 41; *Wyse v. Russell*, 11 L. R. Ir. 173; *Blore v. Sutton*, 3 Mer. 237, 246; *Southern v. Harriman*, 14 W. R. 487; and the words "immediate possession if required" do not fix the commencement of the term: *Rock Portland Cement Co. v. Wilson*, 52 L. J. Ch. 214; but a reference to circumstances fixes the date: *Phelan v. Tedcastle*, 15 L. R. Ir. 169.

Writing.—Any writing is sufficient, *e.g.*, an informal note: *Fowle v. Freeman*, 9 Ves. 351; letters: *Kennedy v. Lee*, 3 Mer. 441; or telegrams: *Coup-land v. Arrowsmith*, 18 L. T. N.S. 755; a receipt for deposit, and a letter stating the whole amount of the purchase-money: *Studds v. Watson*, 28 Ch. D. 305; a receipt for deposit specifying the land which was not described in the preceding written memorandum of agreement: *Oliver v. Hunting*, 44 Ch. D. 205; notwithstanding a reference to the preparation of a more formal agreement: *Bonnevell v. Jenkins*, 8 Ch. D. 70; *Cayley v. Walpole*, 18 W. R. 782; *Gibbins v. Metropolitan Asylums Bd.*, 11 Beav. 1; *Fowle v. Freeman*, 9 Ves. 351; *Bolton Partners v. Lambert*, 41 Ch. Div. 295; *Branson v. Stammers*, 28 W. R. 180; unless it is expressly made "subject" to

the execution of the more formal agreement, or otherwise an intention appear that the parties are not to be bound: *Winn v. Bull*, 7 Ch. D. 29; *Brien v. Swainson*, 1 L. R. Ir. 135; *Harvey v. Barnard's Inn*, 50 L. J. Ch. 750; *Hawkesworth v. Chaffey*, 55 L. J. Ch. 335; *Rossiter v. Miller*, 5 Ch. D. 648; *S. C.*, 3 App. Cas. 1124; *Grossley v. Maycock*, 18 Eq. 180; *Busshell v. Pocock*, 53 L. T. N.S. 560; *Oxford v. Provand*, L. R. 2 P. C. 135; *Honeyman v. Marryatt*, 6 H. L. C. 112; *Chinnock v. March. of Ely*, 4 D. J. & S. 638; or unless terms are left open for settlement so that there is no definite concluded agreement: *Rummens v. Robins*, 3 D. J. & S. 88; *Wood v. Midgley*, 5 D. M. & G. 41; or the agreement is not complete at the time when the memorandum is made: *Munday v. Aspray*, 13 Ch. D. 855; or some new stipulation not contained in the letter of proposal is introduced into the letter of acceptance: *May v. Thomson, sup.*; or, *semble*, if negotiations for an important additional term of the contract are afterwards carried on between the parties: *Bristol, &c. Bread Co. v. Maggs*, 44 Ch. D. 616; and specific performance of a contract for sale and purchase not shown to contain all the terms was refused: *Blizard v. Phillips*, V.-C. H., 8 Nov. 1879; but when once it is shown that there is a complete contract, further negotiations cannot, without the consent of both parties, get rid of such antecedent contract: *Bellamy v. Debenham*, (1891) 1 Ch. 412; and see *Wilson v. Redhead*, 28 W. R. 795.

Contract by Correspondence.—In the case of an agreement by letter, the acceptance must be prompt and unconditional: *Oriental Steam Co. v. Briggs*, 4 D. F. & J. 191, 197; *Wilcox v. Redhead*, 49 L. J. Ch. 539; *Wood v. Aylward*, 57 L. T. N.S. 54; 58 L. T. N.S. 662; and before such acceptance further terms may be added: *Honeyman v. Marryatt*, 21 Beav. 14; 6 H. L. C. 112; or the offer may be withdrawn either expressly or by conduct: *Dickinson v. Dodds*, 2 Ch. Div. 463; even though a period is stated during which the offer is to remain open: *Bristol, &c. Bread Co. v. Maggs*, 44 Ch. D. 616. The acceptance takes effect from the time when the letter containing it is posted: *Dunlop v. Higgins*, 1 H. L. C. 381; *Household Fire Ins. Co. v. Grant*, 4 Ex. Div. 216; *Henthorn v. Fraser*, (1892) 2 Ch. (C. A.) 27; though a letter of withdrawal is on its way to the writer: *Byrne v. Van Tienhoven*, 5 C. P. D. 344; or is actually received before the letter of acceptance: *Henthorn v. Fraser*, (1892) 2 Ch. (C. A.) 27.

Where a contract is to be gleaned from correspondence between the parties, the correspondence must be looked at as a whole: *Hussey v. Horne-Payne*, 4 App. Cas. 311; 8 Ch. Div. 670; and even though the first two letters might *per se* constitute a contract, yet if they contain terms which raise a doubt, they cannot be read separately from the others: *S. C.*; *Bolton Partners v. Lambert*, 41 Ch. Div. 295 (*per Cotton*, L. J.); and upon the question what connection between two documents is sufficient to justify their being read together as evidence of a contract, see *Shardlow v. Cotterell*, 20 Ch. Div. 90; *Wylson v. Dunn*, 34 Ch. D. 569; *Studds v. Watson*, 28 Ch. D. 305; *Cave v. Hastings*, 7 Q. B. D. 125; *Coombs v. Wilkes*, (1891) 3 Ch. 77.

For the mode in which an agreement to be implied from letters is to be pleaded, see O. XIX. 24.

Interest in Land.—A contract for sale of building materials, to be cleared off the land by the purchaser within a specified time, is within s. 4 of the Statute of Frauds: *Lavery v. Pursell*, 39 Ch. D. 508; and an agreement to assign a share in partnership assets which comprise land: *Gray v. Smith*, 43 Ch. Div. 208; *Dart, V. & P.* 6th ed., 233 *et seq.*; or to sell debentures charged on all the property of a co., including land: *Driver v. Broad*, (1893) 1 Q. B. 539; *affd.* W. N. (93) p. 82; and generally upon the question what is an interest in land within the section, see *Benjamin on Sales*, 4th ed. 112 *et seq.*; *Addison*, 9th ed. 21 *et seq.*; *Webber v. Lee*, 9 Q. B. Div. 315; and as to "agreements not to be performed within a year," see *Davey v. Shannon*, 4 Ex. D. 81; *Britain v. Rossiter*, 11 Q. B. Div. 123.

Signature.—The statute requires a signing, and not a subscribing: the signature must be so placed as to govern every part of the instrument: *Caton v. C.*, L. R. 2 H. L. 127; *Ogilvy v. Foljambe*, 3 Mer. 62; but signature in the body of the instrument may be sufficient: *Tourret v. Cripps*, 48 L. J. Ch. 567. If the writing be not in one paper, the paper signed must refer to those containing the terms: *Ridgway v. Wharton*, 6 H. L. C. 238; *Cave v.*

Hastings, 7 Q. B. D. 125; and parol evidence is admissible to show what papers are referred to, or that the reference is to a written paper: *Baumann v. James*, 3 Ch. 508; *Clinan v. Cooke*, 1 Sch. & L. 33; *Oliver v. Hunting*, 44 Ch. D. 205; *Long v. Millar*, 4 C. P. Div. 450.

Signature by the party to be charged only is sufficient to enable the agreement to be enforced against him, though not by him: *Seton v. Slade*, 2 L. C. Eq. 501; 6th ed. 542.

The benefit of the statute must be claimed in the pleadings: *Heys v. Asley*, 4 D. J. & S. 34; O. XIX. 20.

An agent for the sale or purchase of land need not be appointed in writing: *Heard v. Pilley*, 4 Ch. 548; *Taylor v. Salmon*, W. N. (81) 102; but he must have authority to bind his principal by his signature, not only to negotiate: *Smith v. Webster*, 3 Ch. D. 49; *Chadburn v. Moore*, W. N. (92) 126; and if being employed by parol he purchases for himself and denies the agency, s. 7 of the Statute of Frauds is a good defence to an action by the principal against him for a conveyance: *James v. Smith*, (1891) 1 Ch. 384, following *Bartlett v. Pickersgill*, 4 Eq. 577, n.; 1 Eden, 515, notwithstanding *Heard v. Pilley*, *sup.*; *Lewin*, 176; and as to auctioneer's entries, see *Rishton v. Whatmore*, 8 Ch. D. 467; and as to signature by the agent, see *Wylson v. Dunn*, 34 Ch. D. 569; *Smith v. Brentnall*, W. N. (88) 69.

Evidence and Procedure.—Parol evidence to vary or add to the written document can only be adduced on the part of the Deft: *Woollam v. Hearn*, 2 L. C. Eq. 468; 6th ed. 508; *Snelling v. Thomas*, 17 Eq. 303; *Hornsby v. Bird*, 17 W. R. 367; to prove non-performance of representations which were the inducement of the agreement: *Lamare v. Dixon*, L. R. 6 H. L. 414; *Erskine v. Adeane*, 8 Ch. 756; or surprise, mistake, or fraud: *Wood v. Scarth*, 2 K. & J. 33; *M. Townshend v. Stangroom*, 6 Ves. 328; but where the Plt submits to perform omitted terms, specific performance will be decreed: *Martin v. Pycroft*, 2 D. M. & G. 785, 795.

Part Performance.—The Court will not allow the statute to be made an instrument of fraud: *Jervis v. Berridge*, 8 Ch. 351; *Hussey v. Horne-Payne*, 4 App. Cas. 311 (*per* Lord Selborne); and therefore will enforce parol agreements where there has been part performance: *Lester v. Foxcroft*, 1 L. C. Eq. 828; 6th ed. 881; *Floyd v. Buckland*, 5 Vin. Ab. 520, pl. 23; *e.g.*, by—
—expenditure on the faith of the agreement: *Munday v. Jolliffe*, 5 M. & Cr. 167; even by a third person claiming under a party to the agreement: *Williams v. Evans*, 19 Eq. 547;

—payment of an increased rent: *Nunn v. Fabian*, 1 Ch. 35; but see *Humphreys v. Green*, 10 Q. B. Div. 148; *Maddison v. Alderson*, 8 App. Cas. 467; and see *Howe v. Hall*, 1 R. 4 Eq. 242;

—entering into possession under the agreement: *Pain v. Coombs*, 1 D. & J. 34; *Wilson v. West Hartlepool Co.*, 4 D. J. & S. 475, 493; *Morphett v. Jones*, 1 Sw. 181; and see *Canning v. Catling*, 4 N. R. 259;

—continuing in possession under special circumstances: *Lincoln v. Wright*, 4 D. & J. 16; *Coles v. Pilkington*, 19 Eq. 174; not otherwise: *Brady's Case*, 15 W. R. 753;

—but not unless the acts are unequivocally referable to the contract: *Maddison v. Alderson*, 8 App. Cas. 467; *Humphreys v. Green*, 10 Q. B. Div. 148; *Farmers', &c. Co. v. Enkel*, W. N. (90) 126.

—and therefore not by part payment of purchase-money: *Clinan v. Cooke*, 1 Sch. & L. 40; nor *semble*, by payment of the whole: *Hughes v. Morris*, 2 D. M. & G. 356; *Maddison v. Alderson*, *sup.*; *Humphreys v. Green*, *sup.*; *Story*, Eq. Jur. § 760;

—nor by marriage: *Caton v. C.*, 1 Ch. 127; L. R. 2 H. L. 127; and see *Vincent v. V.*, 35 W. R. 7;

—nor by acts relating to some other agreement or title: *Price v. Salusbury*, 33 Beav. 446;

—nor by acts insufficient to make non-performance of the agreement amount to a fraud on the person seeking relief: V.-C. H., in *Phillips v. Alderton*, 24 W. R. 8;

—and therefore not by any acts on the part of the party to be charged: *Caton v. C.*, 1 Ch. 137, 148.

That the doctrine of part performance is confined to contracts of land, see *Britain v. Rossiter*, 11 Q. B. Div. 123, 129, 131, 133; *contra*, *McManus v. Cooke*, 35 Ch. D. 681 (where a parol contract for grant of mutual easements

was enforced on ground of part performance); and (*per Kay, J.*) probably the doctrine applies to all cases in which a Court of Equity would entertain a suit for specific performance if the alleged contract were in writing. The doctrine, being equitable, cannot be made use of to obtain damages at law: *Lavery v. Pursell*, 39 Ch. D. 508.

Where there has been part performance of a written agreement with parol variations, the agreement will be enforced in a clear case, and parol evidence admitted to establish the variations: *L. J.J. in Price v. Salusbury*, 32 L. J. Ch. 441, 449, 452; but in such a case it must be shown that both parties were proceeding on the new or varied agreement, and understood its terms: *Earl of Darnley v. L. C. & D. Ry. Co.*, L. R. 2 H. L. 43, 60. And where a substituted agreement became impossible, the original agreement was enforced: *Firth v. Midland Ry. Co.*, 20 Eq. 100.

Specific performance will only be decreed between parties to the agreement and those claiming under them: *Lumley v. Timms*, 21 W. R. 494; *De Hoghton v. Money*, 2 Ch. 164; *Wood v. White*, 4 My. & Cr. 470; *Tasker v. Small*, 3 My. & Cr. 63, *v. inf.* p. 1852.

And a third person not named as party to a contract is not entitled to sue either of the contracting parties, unless he possesses an actual beneficial right which places him in the position of a *c. q. tr.* under the contract: *Gandy v. G.*, 30 Ch. Div. 57; and see *Re Flavell*, *Murray v. F.*, 25 Ch. Div. 89; *Cleaver v. Mutual Reserve Fund*, (1892) 1 Q. B. C. A. 147.

2. Nature of the Agreement:—

Ambiguity and Uncertainty.—Agreements will not be enforced if the construction is ambiguous: *Wycombe Ry. Co. v. Donnington Hospital*, 1 Ch. 268; *Griffin v. Coleman*, 28 L. T. N.S. 493; *Clowes v. Higginson*, 1 V. & B. 524; nor where the Plt relies on a contract contained in several documents, and cannot give evidence as to the contents of one of them: *Post v. Marsh*, 16 Ch. D. 395; or if any of the essential terms are uncertain, as where the agreement mentioned "the usual clauses in a contract, and some limitations as to the length of title": *Rummens v. Robins*, 3 D. J. & S. 88; decorating and painting, in vague terms: *Taylor v. Portington*, 7 D. M. & G. 328; a "considerable sum to be laid out in repairs": *Gardener v. Fooks*, 15 W. R. 388; an agreement for a lease not showing the date from which the term is to commence: *v. sup.* p. 1838; or a covenant to perform acts "so far as the law allows": *Davies v. D.*, 36 Ch. Div. 359; *secus*, where an intending lessee agreed to "do all repairs, painting, paper-hanging, decorating, &c.": *Dear v. Verity*, 17 W. R. 567, 716; or where the agreement is for the sale of so much land as the purchaser may require: *Kemp v. S. E. Ry. Co.*, 7 Ch. 364; or as may be necessary for a given purpose: *Sanderson v. Cockermouth, &c. Ry. Co.*, 11 Beav. 497; 2 H. & T. 327; *Rumble v. Heygate*, 18 W. R. 749 (*per contra*, *Pearce v. Watts*, 20 Eq. 492); or the exact boundaries of a part to be retained are unascertained: *Chattock v. Muller*, 8 Ch. D. 177.

But mere uncertainty as to the subject-matter will not prevent specific performance if the Plt is willing to adopt the construction which the Deft asserts to be the true one: *Preston v. Luck*, 27 Ch. Div. 497.

And it is no answer for the Deft to say that though he understood what the words of the agreement were, he was under a mistake as to their legal effect: *Hart v. H.*, 18 Ch. D. 670.

Where a parol agreement is sought to be established, the terms must be plainly and distinctly shown: *Price v. Salusbury*, 32 Beav. 446.

Where it is of the essence of the agreement that one of its terms shall be ascertained in a specified manner, which proves impracticable, the agreement cannot be enforced: *Milnes v. Gery*, 14 Ves. 400; and see *Re Northumberland Avenue Hotel Co.*, *Fox and Braithwaite's Case*, 56 L. T. N.S. 833; even though the Deft has made it impracticable: *Wilks v. Davis*, 3 Mer. 507; *Vickers v. V.*, 4 Eq. 529; or where a condition precedent has not been fulfilled: *Bastin v. Bidwell*, 18 Ch. D. 238; *Williams v. Brisco*, 22 Ch. Div. 441; *secus*, where the method is not of the essence: *Dinham v. Bradford*, 5 Ch. 519; or where a Deft tries to prevent the fulfilment of the agreement where it is practicable, as by excluding a valuer (when named) from the premises comprised in the agreement: *Smith v. Peters*, 20 Eq. 511; *Morse v. Merest*, 6 Madd. 26; and see *per V.-C. S.*, in *Richardson v. Smith*, 5 Ch. 650, n.; *Jackson v. J.*, 1 Sm. & G. 184; *Mackay v. Dick*, 6 App. Cas. 251.

Mutuality.—Agreements which at the time when they are made are binding on one party only, will, for want of mutuality, not be enforced: *Fry*, p. 133, 3rd ed., 215 *et seq.*; thus a father could not, before the Act 36 & 37 V. c. 12, enforce an agreement as to the custody of his children: *Kennedy v. May*, 11 W. R. 358; a purchaser an agreement founded on his own mistake: *Fairhead v. Southee*, 11 W. R. 789; an intending lessor an agreement for a lease which at the date of the agreement he could not have granted: *Forrer v. Nash*, 35 Beav. 167; a vendor a contract for sale of a building agreement when it was in the power of a third person to destroy the title: *Brewer v. Broadwood*, 22 Ch. D. 105; and see *Wylson v. Dunn*, 34 Ch. D. 569; *Lee v. Soames*, 36 W. R. 884; or where the vendor had no power to convey the mines under a house sold by him, or to compel a conveyance of them from any other person: *Bellamy v. Debenham*, (1891) 1 Ch. (C. A.) 412; or an agreement for which the consideration was personal service: *Ogden v. Fossick*, 4 D. F. & J. 426; so an agreement to transfer shares in consideration of the execution of works which could not be enforced, was not specifically performed: *Peto v. Brighton, &c. Ry. Co.*, 1 H. & M. 468; and an infant cannot sue, because he cannot be sued: *Flight v. Bolland*, 4 Russ. 298; but the doctrine does not apply to a contract which, to the knowledge of both parties, cannot be enforced by either until the occurrence of a contingent event: *Wylson v. Dunn*, 34 Ch. D. 569; and the mere fact that the agreement or the note of it is signed by the Deft only, does not cause a want of mutuality: *Buller v. Powis*, 2 Coll. 158, 161.

And there can be no specific performance if the formalities required when a person under disability is selling under the Lands Clauses Act have not been regularly observed: *Bridgend Gas Co. v. Dunraven*, 31 Ch. D. 219; *Peters v. Leves and E. Grinstead Ry. Co.*, 18 Ch. Div. 429.

Where there is no mutuality, relief cannot be obtained by injunction: *Blackett v. Bates*, 1 Ch. 117; and see also *Exp. Waters*, 8 Ch. 562; *G. N. Ry. Co. v. Witham*, L. R. 9 C. P. 16.

And, generally, *nuda pacta* cannot be enforced: *Ord v. Johnston*, 4 W. R. 37; *Cochrane v. Willis*, 34 Beav. 359; 1 Ch. 58; and see *Ellison v. E.*, 1 L. C. Eq. 273; 6th ed. 291; *Jeffreys v. J.*, Cr. & Ph. 141; *Lewin*, 81; *Re D'Angibau, Andrews v. A.*, 15 Ch. Div. 228.

A promise by a deceased person to contribute by instalments a sum to a charitable fund, being without consideration, was not enforced against his estate, though several instalments had been paid: *Re Hudson, Creed v. Henderson*, 33 W. R. 819.

Unreasonableness and Illegality.—Hard or unreasonable bargains will not be enforced: *Talbot v. Ford*, 13 Sim. 173; *Wedgwood v. Adams*, 6 Beav. 600; *Day v. Newman*, 2 Cox, 77; *Falcke v. Gray*, 4 Drew. 651; but mere inadequacy of price is not conclusive: *Hayward v. Cope*, 25 Beav. 140, 152; *Middleton v. Brown*, 47 L. J. Ch. 411; and so where the price has been fixed by valuation: *Weekes v. Gallard*, 13 W. R. 351; Sugd. V. & P. 287.

The fairness of the agreement must, as a rule, be judged of as at the time when it is made: *Webb v. Direct London, &c. Ry. Co.*, 9 Ha. 129; *S. C.*, 1 D. M. & G. 521; and see *per* Ld. St. Leonards, 1 D. M. & G. 757.

Agreements which are illegal or contrary to the policy of the law will not be enforced, even if the illegality be doubtful: *Johnson v. Shrewsbury, &c. Ry. Co.*, 3 D. M. & G. 914, 923; *De Hoghton v. Money*, 2 Ch. 164; *Fry*, p. 145, 3rd ed. 224; *ex. gr.*, where the consideration for the agreement involves the stifling of a prosecution: *Windhill Local Board v. Vint*, 45 Ch. Div. 351; *Lound v. Grimwade*, 39 Ch. D. 605; *Jones v. Merionethshire Bldg. Soc.*, (1891) 2 Ch. 587; or where the Plt sought to make the Deft publish a book with a title page falsely stating the authorship: *Post v. Marsh*, 16 Ch. D. 395; and *quere* whether the Court will enforce, as between husband and wife, a contract as to the custody of the infant children, unless it is satisfied that it is for the benefit of the children to do so: *Hunt v. H.*, 28 Ch. Div. 606; but where the consideration has been received, this defence is viewed with great disfavour: *Shrewsbury, &c. Ry. Co. v. L. & N. W. Ry. Co.*, 16 Beav. 451; and inconvenience to the public is not a ground of defence to a suit to enforce execution of works: *Raphael v. Thames Valley Ry. Co.*, 2 Ch. 147.

The reasonable part of a covenant, if separable from the unreasonable part, may be enforced: *Baines v. Geary*, 35 Ch. D. 154; *secus*, if not separable: *Baker v. Hedgcock*, 39 Ch. D. 520.

And as to covenants in restraint of trade, *v. sup.* Vol. I. pp. 467 *et seq.*

A stipulation for a penalty, or liquidated damages, to be paid on non-performance, is not a bar to specific performance: *Long v. Bowring*, 33 Beav. 585; *Hobson v. Trevor*, 2 P. Wms. 191.

And upon the question whether a sum made payable under a contract, in event of breach of it, is to be regarded as a penalty or liquidated damages, see Addison on Contracts, 9th ed. 267 *et seq.*; *Wallis v. Smith*, 21 Ch. Div. 243; *Elphinstone v. Markland Iron Co.*, 11 App. Cas. 332.

As to the circumstances under which the Courts of this country will enforce a foreign judgment, see *Rousillon v. R.*, 14 Ch. D. 351; and *sup.* Vol. I. p. 626.

3. Circumstances attending the Inception of the Agreement:—

A failure of consideration, though accidental, is a ground of defence: see Fry, p. 262; 3rd ed. 416 *et seq.*; unless the subject-matter be of a speculative character—*e. g.*, an agreement for a lease of an unworked vein of coal, though it be afterwards discovered that no such vein exists: *Jefferys v. Fairs*, 4 Ch. D. 448; but see *Gowan v. Christie*, L. R. 2 Sc. 273.

Mutual mistake is a bar to specific performance, as where an agreement was entered into in the belief that a person was alive: *Cochrane v. Willis*, 1 Ch. 58; and so, too, where the parties were at cross-purposes: *Richards v. N. London Ry. Co.*, 20 W. R. 194; so that the Plt believed he was buying what the Deft believed he was not selling: *Butterworth v. Walker*, 13 W. R. 168; so, too, where a purchaser's mistake was caused by a careless description on the part of the vendor: *Denny v. Hancock*, 6 Ch. 1; *Baskcomb v. Beckwith*, 8 Eq. 100; *Brewer v. Brown*, 28 Ch. D. 309; *secus*, when an auctioneer omitted by mistake in his valuation timber agreed to be included in it: *Griffiths v. Jones*, 15 Eq. 279; and see *Goddard v. Jeffreys*, 30 W. R. 269; where a vendor believed that he was absolute owner, but in reality had only a power of exchange, specific performance was refused: *Hood v. Oglander*, 34 Beav. 513; *Howell v. George*, 1 Madd. 1; and so where a grantor took no interest under a will: *Heuld v. Walls*, 18 W. R. 398; and where a mistake in quantity amounted to nearly half the premises comprised in the agreement, specific performance, with compensation, at the purchaser's instance, was refused: *Earl of Durham v. Legard*, 34 Beav. 611; and a purchaser cannot be compelled to complete where there is a substantial misdescription, for which he cannot be compelled to take compensation: *Re Arnold, A. v. A.*, 14 Ch. Div. 270.

But the Deft cannot resist specific performance on the ground of his own mistake, if the property is sold under a description which could not mislead anyone who took reasonable care to ascertain what he was buying: *Tamplin v. James*, 15 Ch. Div. 215; *Swaisland v. Dearsley*, 29 Beav. 430; and see *Goddard v. Jeffreys*, 51 L. J. Ch. 57.

And where the Plt alleges that a contract includes a subject-matter, and the Deft insists that it includes a part only, the Plt may waive the question, and obtain specific performance according to the Deft's construction: *Preston v. Luck*, 27 Ch. Div. 497.

Mistake of law is not a defence: *Powell v. Smith*, 14 Eq. 85; unless it be a mistake as to the private rights of the parties: *Cooper v. Phibbs*, L. R. 2 H. L. 170; and as to the difference between refusing specific performance, and setting aside an agreement on the ground of mistake, see *Price v. Ley*, 4 Giff. 235, 253.

An agreement founded in fraud will not be enforced; the utmost good faith being required, agreements will not be enforced:—

—where there has been concealment of material facts: *Phillips v. Homfray*, 6 Ch. 770; *Mullens v. Miller*, 22 Ch. D. 194; or as to the existence of a considerable ground-rent: *Jones v. Rimmer*, 14 Ch. Div. 589; or the fullest information as to title is not given: *Edwards v. Wickwar*, 1 Eq. 68; *Harnett v. Baker*, 20 Eq. 50; or the real nature of the stipulated root of title is not disclosed: *Re Marsh and Earl Granville*, 24 Ch. Div. 11; or any difficulty as to title is not fully explained: *Williams v. Wood*, 16 W. R. 1074; or failure to disclose a right of a peculiar nature (*e. g.*, to use part of the premises for washing and brewing) claimed by an adjoining owner, though referred to in the auction room: *Heywood v. Mallalieu*, 25 Ch. D. 357; or a covenant seriously restricting the user of property sold as business premises: *Re Davis and Cavey*, 40 Ch. D. 601; or that the grantee should build, at the request of

the grantor, houses of a given value, without any limit of time within which the houses were to be built, it having been stated to the purchaser that the covenants were usual ones: *Andrew v. Atken*, 22 Ch. D. 218; *secus*, that a tenant, who had given no notice to quit, had expressed his intention to do so: *Davenport v. Charsley*, W. N. (86) 25; 54 L. T. N.S. 372 (and the doctrine that notice of a tenancy is notice of its nature, does not apply as between vendor and purchaser: *Caballero v. Henty*, 9 Ch. 447); and as to misleading conditions of sale, *v. inf.* p. 1854; and as to the duty of a purchaser on a sale by the Court to make disclosure, *v. sup.* Vol. I. p. 297;

—or where there has been misrepresentation in important particulars, *e.g.*, as to recent rent: *Dimmock v. Hallett*, 2 Ch. 21; tenure: *Ayles v. Cox*, 16 Beav. 23; *Turquand v. Rhodes*, 16 W. R. 1074; as where an underlease is sold as a lease: *Madeley v. Booth*, 2 De G. & Sm. 718; *Re Beyfus and Master*, 39 Ch. D. 110; unless there is enough to show that a derivative lease is referred to: *Camberwell, &c. Building Soc. v. Holloway*, 13 Ch. D. 754; value: *Mullens v. Miller*, 22 Ch. D. 194 (*secus*, “estimated” value: *Re Hurlbalt and Chaytor*, 57 L. J. Ch. 421); incidence of land-tax: *Cox v. Coventon*, 31 Beav. 378; quality of limestone: *Higgins v. Samels*, 2 J. & H. 460; or where representations calculated to cause mistake have been made: *Bray v. Briggs*, 20 W. R. 962; *Swaialand v. Dearsley*, 29 Beav. 430; *Heywood v. Mallalieu*, 25 Ch. D. 357; though made by an agent only: *Mullens v. Miller, sup.*; *secus*, where representations as to the contents of a contract were made, without fraudulent intent, by a solicitor acting for both parties: *Minton v. Kerwood*, 1 Eq. 449; or a mere misrepresentation, not shown to be detrimental, as to the length of a tenant’s term of years: *Goddard v. Jeffries*, 51 L. J. Ch. 57; 30 W. R. 269.

In cases of misrepresentation, the maxim *caveat emptor* will be applied with great caution: *Colby v. Gadsden*, 15 W. R. 1185.

Where payment of a risk is resisted by insurers on the ground of misrepresentation, the onus is on them to show very clearly that such misrepresentation has been made: *Davies v. Nat. Ins. Co. of New Zealand*, (1891) A. C. 485.

By the Sales of Land by Auction Act, 1867 (30 & 31 V. c. 48), s. 5, particulars or conditions of sale are to state whether the sale is without reserve or subject to a reserved price, or whether a right to bid is reserved; if it is stated that the sale is without reserve, or to that effect, the seller may not employ any person to bid at the sale, nor the auctioneer knowingly take any bidding from any such person; and by s. 6, where any sale is declared to be subject to a right to bid, the seller, or any one person on his behalf, may bid at the auction in such manner as he may think proper.

Under this Act a reserved bidding is to be distinguished from a reserved right to bid; if the sale is stated to be subject to a reserved price merely, a bidder or puffer cannot be employed: *Gilliatt v. G.*, 9 Eq. 60; and if a limited right to bid be reserved and the limit be exceeded, the sale is void: *Parfitt v. Jepson*, 46 L. J. C. P. 529. As to the state of the law prior to the passing of the Act, see *Mortimer v. Bell*, 1 Ch. 10; and as to particulars and conditions of sale, *v. inf.* p. 1854 *et seq.*

Buying off biddings at the auction, or an agreement not to bid, is not a bar to specific performance: *Re Carew’s Estate*, 26 Beav. 197; *Heffer v. Martyn*, 15 W. R. 390.

And the fact that the purchaser was misled by a fictitious bidding made by a stranger is no defence: *Union Bank v. Munster*, 37 Ch. D. 51.

Where a medical man obtained an agreement for sale from a patient who was in feeble health, but aware of what he was doing, specific performance was decreed: *Holmes v. Howes*, 20 W. R. 310.

4. Capacity of the Parties :—

(a.) Capacity to enter into the agreement :—

Specific performance will not be decreed in the case of agreements with infants: *Flight v. Bolland*, 4 Russ. 298; nor with trustees with a power of sale, one of whom is an infant: *King v. Bellord*, 1 H. & M. 343; *secus*, where an agreement has been concluded with the infant’s predecessor in title: *Barker v. Venables*, 13 W. R. 803; *Scott v. S.*, 11 W. R. 766; *Bannerman v. Clarke*, 3 Drew. 632; *Purser v. Darby*, 4 K. & J. 41;

—nor with a married woman under the old law: *Nicholls v. Jones*, 6 Eq.

696; even though a trustee for sale: *Avery v. Griffin*, 6 Eq. 606; or though her husband were a party to the agreement, and compensation was sought in respect of the wife's interest: *Castle v. Wilkinson*, 5 Ch. 534; unless the agreement related to her separate estate: *Picard v. Hine*, 5 Ch. 274; *Francis v. Wigzell*, 1 Madd. 258, 261; but see now the Married Women's Property Act, 1882, s. 1, *sup.*, Vol. II., p. 772;

— nor with an ecclesiastical corporation not under the L. C. C. Act: *Wycombe Ry. Co. v. Donnington Hospital*, 1 Ch. 268;

— nor with trustees of charities not within their statutory powers: *Moore v. Clench*, 1 Ch. D. 447;

— nor with a person who was in a state of intoxication at the time of entering into the agreement: *Cox v. Smith*, 19 L. T. N.S. 517; *Cooke v. Clayworth*, 18 Ves. 12; *Craggs v. Holme*, 18 Ves. 14, n.; or who has destroyed his capacity by habits of drunkenness (but not if he has only impaired it): *Shaw v. Thackray*, 1 Sm. & G. 537; and see *Birkin v. Wing*, 63 L. T. N.S. 80; and where the Deft was in liquor, but knew what he was doing, specific performance was decreed: *Lightfoot v. Heron*, 3 Y. & C. Ex. 586;

— nor where the agreement involves a breach of trust: *Tolson v. Sheard*, 5 Ch. D. 19; *Dance v. Goldingham*, 8 Ch. 902, 911; *Thompson v. Blackstone*, 6 Beav. 470; *Dunn v. Flood*, 28 Ch. Div. 586; 25 Ch. D. 629; *Oceanic Steam Navigation v. Sutherland*, 16 Ch. Div. 236; *Re Rayner's Trustees and Greenaway*, 53 L. T. N.S. 496 (but as to sales by trustees under depreciatory conditions, see now Trustee Act, 1888, s. 3); or performance would involve the breach of a prior agreement with a third person: *Willmott v. Barber*, 15 Ch. D. 96; or it is doubtful whether the *c. q. tr.* would be bound: *Rede v. Oakes*, 4 D. J. & S. 505; though the conduct of the other party to the agreement may be free from imputation: *Mortlock v. Buller*, 10 Ves. 292; *Ord v. Noel*, 5 Madd. 438;

— nor a contract by the donee of a limited testamentary power of appointment that he will exercise it in a particular way: *Palmer v. Locke*, 15 Ch. Div. 294, 301, 303;

— nor a contract to leave by will entered into by one having only a testamentary power of appointment: *Re Parkin, Hill v. Schwarz*, (1892) 3 Ch. 510; *Cooper v. Martin*, 3 Ch. 47, 58; *Reid v. Shergold*, 10 Ves. 370, 382.

Where a trustee, being beneficially interested in a share in the trust estate, entered into a contract for sale without the authority of his co-trustees, specific performance as to the share in which he was beneficially interested was refused: *Naylor v. Goodall*, 26 W. R. 162; but interrogatories for the mere purpose of establishing a defence on the ground of breach of trust were struck out: *Mansfield v. Childerhouse*, 4 Ch. D. 82.

The mere fact of a vendor having notice of a sub-purchase was held insufficient to constitute him a trustee for the sub-purchaser, and thus to prevent him conveying as the original purchaser appointed: *Crabtree v. Poole*, 12 Eq. 13; and see *Shaw v. Foster*, L. R. 5 H. L. 321; *London and Counties Bank v. Ratcliffe*, 6 App. Cas. 722; *Glyn, Mills & Co. v. E. & W. India Docks Co.*, 7 App. Cas. 591.

Agreements by Agents, &c.—Where an agreement is entered into by an agent for a disclosed principal, the principal alone can sue and be sued: *Smith v. Clarke*, 12 Ves. 484; where the principal is undisclosed, he may, on proving the agency, enforce the agreement against the other contracting party, and against the agent if he set up any independent claim: *Heard v. Pilley*, 4 Ch. 548; or his assigns: *Cave v. Mackenzie*, 46 L. J. Ch. 564. But where an agent for an undisclosed principal contracts as principal, specific performance will be decreed against him: *Saxon v. Blake*, 29 Beav. 438; *Corless v. Sparling*, 1 R. 8 Eq. 337, n.; and an agent having no other interest in the agreement than a commission under it, cannot sue for specific performance: *Glasbrook v. Richardson*, 23 W. R. 51.

And as to rights of set-off as between principal or agent and third parties, *v. sup.* Vol. II., Chap. XLIII., "ACCOUNT," pp. 1163, 1164.

An estate agent commissioned to advertise and find a purchaser for land has no authority to enter into an open (nor, *semble*, any) contract for sale: *Hamer v. Sharp*, 19 Eq. 108; and upon the question whether an agent for sale, authorized in general terms, has authority to sell his principal's share in a partnership, with a restriction binding him not to carry on a specified

trade within a certain district, see *Hawksley v. Outram*, (1892) 3 Ch. (C. A.), 359.

Unauthorized stipulations in a contract entered into by an agent may be waived by the other party, if for his benefit: *Hawksley v. Outram*, *sup.*; Form 1, *inf.* p. 1895.

As to agreements entered into by agents on behalf of public cos., see the Cos. Act, 1867, s. 37, sub-s. 2; *Beer v. London and Paris Hotel Co.*, 20 Eq. 412; and as to what amounts to sufficient adoption by a co. of a contract entered into by an agent before the co. was in existence, see *Re Empress Engineering Co.*, 16 Ch. Div. 125; *Re Northumberland Avenue Hotel Co.*, 33 Ch. Div. 16; Buckley, 6th ed. 525.

An agreement by directors in breach of the fiduciary relation existing between them and the shareholders will not be enforced at the instance of parties cognizant of the breach: *Shrewsbury & B. Co. v. L. & N. W. Ry. Co.*, 4 D. M. & G. 115, 120; and see *Harris v. North Devon Ry. Co.*, 20 Beav. 384; and a director cannot enforce an agreement with his co. for his own benefit or that of his firm: *Flanagan v. G. W. Ry. Co.*, 7 Eq. 116. But where the directors and secretary of a co. signed an agreement for a lease as trustees for a co., and the co. disclaimed all interest, specific performance was decreed against the directors and secretary personally: *Kay v. Johnson*, 2 H. & M. 118.

Specific performance will not be decreed against a co. regulated by the Cos. Clauses Act of an agreement not signed in accordance with the Act: *Leominster Canal Co. v. Shrewsbury & Hereford Ry. Co.*, 2 K. & J. 654; unless there has been part performance: *Wilson v. West Hartlepool Co.*, 2 D. J. & S. 475; and as to contracts binding on cos. generally, *v. sup.* pp. 607, 608.

Specific performance cannot be decreed against a trustee in bankruptcy without his consent: *Holloway v. Yorke*, 25 W. R. 627.

(b.) Capacity of the parties to perform the agreement:—

Specific performance will not be decreed of an agreement which it is impossible for the Deft to perform: *per* Lord Hardwicke, in *Green v. Smith*, 1 Atk. 573.

So specific performance was refused of an agreement for a lease where the Deft could only obtain the land comprised in it by litigation: *Acraman v. Price*, 18 W. R. 540; *S. C.*, 19 W. R. 364; or where an essential part of the agreement was that buildings should be erected in an impossible time: *Female, &c. Asylum v. Waterlow*, 16 W. R. 1102; of an agreement to erect a particular kind of building, to be approved by persons who had not given such approval: see *Re Northumberland Avenue Hotel Co.*, *Fox and Braithwaite's Claim*, 56 L. T. N.S. 833; of an agreement for the purchase of shares where the concurrence of necessary parties could not be obtained: *Birmingham v. Sheridan*, 33 Beav. 660; of an agreement for a lease by a mortgagee where the concurrence of the mortgagor could not be obtained: *Franklini v. Ball*, 33 Beav. 560.

A purchaser is entitled to specific performance as against an equitable incumbrance created subsequently to the contract of sale, and whether with or without notice of it to the incumbrancer: *Flinn v. Pountain*, 58 L. J. Ch. 389.

An agreement for an assignment of a lease or an underlease, where the licence of the superior landlord is necessary, and cannot be obtained, cannot be specifically enforced: *Lehmann v. McArthur*, 3 Ch. 496; but (unless the agreement is conditional on the licence being obtained) in such cases an inquiry as to damages will be directed under the Act 21 & 22 V. c. 27: *Hilton v. Tipper*, 16 W. R. 888; Form 6, *inf.* p. 1887. As to the measure of damages at common law in such a case being limited to the intended purchaser's or under-lessee's expenses, unless the action is grounded on deceit also, see *Bain v. Fothergill*, L. R. 7 H. L. 158; *Rock Portland Cement Co. v. Wilson*, 52 L. J. Ch. 214; 31 W. R. 193; *Re Hargreaves and Thompson's Contract*, 32 Ch. Div. 454; and that the principle of *Bain v. Fothergill* applies to a contract to grant a right of way and make roads and sewers, see *Rowe v. School Board for London*, 36 Ch. D. 619; *secus*, in case of sale with vacant possession, which on the day for completion the vendors failed to give: *Royal Bristol Bldg. Soc. v. Bomash*, 35 Ch. D. 390; and see *Malone v. Henslaw*, 29 L. R. Ir. 352; and *v. inf.* p. 1849.

5 Conduct of the Parties in respect of the Agreement:—

“Waiver or abandonment of a contract is, according to the law of the Court, a contract of itself”: *Moore v. Crofton*, 3 Jo. & L. 438, 445; of which there must be as clear evidence as of the existence of the agreement waived: *Carolan v. Brabazon*, 3 Jo. & L. 200.

And therefore waiver is not a defence if the Plt has directly or by implication refused his assent to it, as by bringing an action at law: *Whittaker v. Foz*, 14 W. R. 192; or by proceedings in an action: *Harrison v. Brown*, *Ib.*

The right of enforcing an agreement in specie may be prevented from arising by non-observance on the part of the Plt of a condition precedent: *Finch v. Underwood*, 2 Ch. Div. 310; *Douglas v. Sidmouth, &c. Ry. Co.*, 14 W. R. 361; *Plumley v. Horrell*, 20 L. T. N.S. 473; *Hudson v. Buck*, 26 W. R. 190; and see *Jeston v. Key*, 6 Ch. 610; *Bastin v. Bidwell*, 18 Ch. D. 238; *Williams v. Brisco*, 22 Ch. Div. 441;

—or may be lost by laches. A Plt cannot call upon Equity for its assistance “unless he has shown himself ready, desirous, prompt, and eager”: *Milward v. E. Thanet*, 5 Ves. 720, n.; and therefore a delay of five years was fatal: *Mills v. Haywood*, 6 Ch. Div. 196; and see *Gaskin v. Balls*, 13 Ch. Div. 324; *semble*, three years: *Eads v. Williams*, 4 D. M. & G. 674; *Sayers v. Collyer*, 28 Ch. Div. 103 (breach of restrictive covenant); eighteen months: *Southcomb v. Bp. of Exeter*, 9 Ha. 213; seventeen months: *Stuart v. L. & N. W. Ry. Co.*, 1 D. M. & G. 721; sixteen months: *Rich v. Gale*, 24 L. T. N.S. 745; twelve months: *Watson v. Reid*, 1 R. & M. 236; forty-seven weeks: *Gee v. Pearse*, 2 D. G. & S. 325; *secus*, seven months: *Colby v. Gadsden*, 34 Beav. 416.

Where the subject-matter of the agreement is of a fluctuating or speculative character, delay is very material, and therefore specific performance was refused of an agreement for the sale of coal after eleven months' delay: *Pollard v. Clayton*, 1 K. & J. 462; for the sale of a colliery after five months: *Huxham v. Llewellyn*, 21 W. R. 570; three months: *Glasbrook v. Richardson*, 23 W. R. 51.

Delay is excused where the Plt is in possession under the agreement: *Mills v. Heywood*, 6 Ch. D. 196; *Sharp v. Milligan*, 22 Beav. 606; *Shepherd v. Walker*, 23 W. R. 903.

Where time is of the essence of the agreement it must be strictly observed. Usually it is not of the essence, but it may be made so—

—by stipulation, express: *Tilley v. Thomas*, 3 Ch. 61, 67; *per* Turner, L.J., in *Roberts v. Berry*, 3 D. M. & G. 284, 291; as where the agreement is to be void if the time specified is not observed: *Barclay v. Messenger*, 22 W. R. 522; *Hudson v. Temple*, 29 Beav. 536; or implied, as where its observance is a condition precedent of the obligation: *Darnley v. L. C. & D. Ry. Co.*, L. R. 2 H. L. 43; *Weston v. Collins*, 13 W. R. 510; *Lord Ranelagh v. Melton*, 2 Dr. & Sm. 258;

—by the nature of the subject-matter, as mines: *Macbryde v. Weekes*, 22 Beav. 533; *Parker v. Frith*, 1 S. & S. 199, n.; water rights for factory: *Wright v. Howard*, 1 S. & S. 190; public-house sold as a going concern: *Cowley v. Gale*, 7 Ch. 12; *Day v. Lukhe*, 5 Eq. 336; *Coslake v. Till*, 1 Russ. 376; *Seaton v. Mapp*, 2 Col. 556; pasture lands to be stocked before end of May: *Dyas v. Rooney*, 27 L. R. Ir. 4; 25 *Ib.* 342; and see *Claydon v. Green*, L. R. 3 C. P. 511; reversionary interests: *Newman v. Rogers*, 4 Bro. C. C. 391; *Hipwell v. Knight*, 1 Y. & C. Ex. 401, 416; *Patrick v. Milner*, 2 C. P. D. 342, 348; foreign stock of varying value: *Doloret v. Rothschild*, 1 S. & S. 590; or *semble*, an annuity: *Withy v. Cottle*, T. & R. 78;

—by surrounding circumstances, as in the case of a purchase with a view to immediate residence: *Tilley v. Thomas*, 3 Ch. 61; or of a sale of a patent in order to obtain foreign patents with the proceeds: *Payne v. Banner*, 15 L. J. Ch. 227; but not necessarily in the case of a contract for building purposes: *Wells v. Maxwell* (No. 1), 32 Beav. 408;

—by notice after default or unreasonable delay, specifying a reasonable time for completion: *Parkin v. Thorold*, 16 Beav. 59; *S. C.*, 2 Sim. N.S. 1; *Nott v. Ricard*, 22 Beav. 307; *Stewart v. Smith*, 6 Ha. 222, n.; *Hatten v. Russell*, 38 Ch. D. 334; *Green v. Sevin*, 13 Ch. D. 589; *Compton v. Bagley*, (1892) 1 Ch. 313; and as to what is reasonable time, see *Taylor v. Brown*, 2 Beav. 180; *Wells v. Maxwell*, 32 Beav. 408; *M'Murray v. Spicer*, 5 Eq.

527; *Dart, V. & P.* 422; *Green v. Sevin*, 13 Ch. D. 589; *Compton v. Bagley*, (1892) 1 Ch. 313; *Fry*, 3rd ed. 499; and that the question of reasonableness must be judged of as at the date when the notice is given, see *Crawford v. Toogood*, 13 Ch. D. 153; and as to the distinction where the delay is in consequence of a defect of title, and where only in consequence of defect of conveyance, see *Hatten v. Russell*, *sup.*

Where time would otherwise be of the essence, a condition contemplating delay will prevent its being so: *Webb v. Hughes*, 10 Eq. 281; *Patrick v. Milner*, 2 O. P. D. 342.

The benefit of time being of the essence may be waived by continuing negotiations: *Webb v. Hughes*, 10 Eq. 281; *secus*, if done in ignorance of defects of title; and extending the time is only a waiver *pro tanto*: *Dyas v. Rooney*, 27 L. R. Ir. 4; 25 *Ib.* 342; *Barclay v. Messenger*, 22 W. R. 522.

Acquiescence arises by permitting a person to expend money upon property on the faith of an agreement for or in the belief or expectation that he has, or will have, some interest in it; and the person so permitting the expenditure will be compelled to give effect to the agreement or expectation, or will not be permitted to claim in opposition to the supposed title: *Ramsden v. Dyson*, L. R. 1 H. L. 171; *Powell v. Thomas*, 6 Ha. 300; *Williams v. E. of Jersey*, Cr. & Ph. 91; *Gregory v. Mighell*, 18 Ves. 328; *Clavering's Case*, 5 Ves. 690; *Willmott v. Barber*, 15 Ch. D. 96; and see *Lamare v. Dixon*, L. R. 6 H. L. 422; *Gaskin v. Balls*, 13 Ch. Div. 324; *secus*, where the expenditure is made with full knowledge of the rights of all parties: *Rennie v. Young*, 2 D. & J. 136.

On the question how far the supposed right must be such that Equity would interfere, if it were founded on an agreement in writing, see *Ramsden v. Dyson*, L. R. 1 H. L. 171; *Bankart v. Tennant*, 10 Eq. 141.

PARTIAL SPECIFIC PERFORMANCE.

Where contemporaneous agreements or parts of one agreement are held to be separable and not to constitute a single arrangement, specific performance may be decreed of one of them, although the remainder may be incapable of being enforced, or may not have been performed by the Plt: *Odessa Tramways Co. v. Mendel*, 8 Ch. D. 235; *Wilkinson v. Clements*, 8 Ch. 96; *Lowther v. Heaver*, 41 Ch. Div. 248; *Baines v. Geary*, 35 Ch. D. 154; *secus*, if not separable: *Baker v. Hedgcock*, 39 Ch. D. 520; *Ryan v. Mutual Westminster Chambers Assoc.*, (1893) 1 Ch. 116.

Although an unimportant part of an agreement cannot be enforced, specific performance of the remainder may nevertheless be decreed: *Richardson v. Smith*, 5 Ch. 648; *Jackson v. J.*, 1 Sm. & G. 184; *Middleton v. Greenwood*, 3 N. R. 150, 694; 2 D. J. & S. 142.

Where the intending lessor of the whole was in fact entitled only to a moiety of the fee simple, the intending lessee was held entitled to a lease of the moiety at a moiety of the rent: *Burrow v. Scammell*, 19 Ch. D. 175.

DAMAGES.

By the Act 21 & 22 V. c. 27, s. 2, damages might be awarded either in addition to or in substitution for specific performance.

The Act has been repealed by 46 & 47 V. c. 49, but the repeal has not affected the jurisdiction: *Sayers v. Collyer*, 28 Ch. Div. 103; *Chapman v. Auckland Union*, 23 Q. B. Div. 299, 300; *sup.* p. 461; and see *White v. Bobby*, 26 W. R. 137.

And under the Jud. Acts, the Court has a much wider power to grant damages than it had under 21 & 22 V. c. 27: *Elmore v. Pirrie*, 57 L. T. N.S. 333; W. N. (87) 167.

Where the right to relief is established, but specific performance would not meet the justice of the case, damages may be awarded: *Wilson v. Northampton, &c. Co.*, 9 Ch. 279; and see *Bowman v. Hyland*, 8 Ch. D. 588.

Where, since 21 & 22 V. c. 27, an agreement is made conditional on the performance by the Deft of terms which the Court cannot enforce, the Plt may, on waiving the condition, obtain specific performance of the remainder of the agreement, with damages in respect of the omitted terms: *Soames v.*

Edge, Joh. 669; *Mayor, &c. of London v. Southgate*, 17 W. R. 197; and see *Norris v. Jackson*, 1 J. & H. 319.

Where no title to any relief in Equity is established by the Plt, damages will not be granted: *Ferguson v. Wilson*, 2 Ch. 77; *Lewers v. E. of Shaftesbury*, 2 Eq. 270; *Wood v. Silcock*, 32 W. R. 845; 56 L. T. N.S. 251; *Belamy v. Debenham*, (1891) 1 Ch. (C. A.) 412; *ex. gr.*, where the subject-matter of the contract has come to an end: *Re Northumberland Avenue Hotel Co.*, 33 Ch. Div. 16; or lapse of time has rendered specific performance impossible: *Lavery v. Pursell*, 39 Ch. D. 508; and in such a case the equitable doctrine of part performance will not avail the party claiming damages: *S. C.*

And when the Plt by his own act, after action brought, has rendered specific performance impossible, he cannot have damages, though claimed in the alternative: *Hipgrave v. Case*, 28 Ch. Div. 356; but *quære*, whether he might not be allowed to amend at the hearing: *S. C.*

Where property was sold with vacant possession, which on the day for completion the vendors failed to give, the purchaser was held entitled to damages by way of compensation for consequent loss of a tenant, to the amount of the rent lost, and also for deterioration by non-repair: *Royal Bristol Bldg. Soc. v. Bomash*, 35 Ch. D. 390; and as to the measure of damages for breach of contract to build a wall, see *Wigsell v. School for Indigent Blind*, 8 Q. B. D. 357.

Damages may be given for breach of an agreement by A. with B. that A. will enter into an agreement with B.'s landlord for a lease on terms to be approved by the latter: *Foster v. Wheeler*, 38 Ch. Div. 130.

Since the Jud. Acts damages will be awarded in cases (*e. g.*, of mistake) where, under the old practice, the bill would be dismissed without prejudice to an action at law: *Tamplin v. James*, 15 Ch. D. 215.

An action for damages will lie for breach of a covenant not to revoke a will appointing a sum of money to the testator's mortgagee: *Robinson v. Ommaney*, 23 Ch. Div. 285.

Where damages were not given by the decree, an order upon motion to assess the damages was refused: *Mayor, &c. of Hythe v. East*, 1 Eq. 620.

As to the former jurisdiction in equity to award damages independently of the Act, see *Todd v. Gee*, 17 Ves. 273; *Prothero v. Phelps*, 7 D. M. & G. 722; and that the Act 21 & 22 V. c. 27 did not give any new right to damages, see *Rock Portland Cement Co. v. Wilson*, 52 L. J. Ch. 214; 31 W. R. 193.

SECTION II.—AGREEMENTS FOR THE SALE OF LAND.

(I.)—REFERENCE OF TITLE.

1. *Conditional Declaration of Right in Action by Vendor, and Inquiry.*

"DECLARE that the agreement dated &c., in the pleadings mentioned, ought to be specifically performed and carried into execution in case a good title can be made to the premises comprised therein, and order and adjudge the same accordingly."—Inquiries as to title [Form 2].—Adjourn &c.—*Gunstone v. East Gloucestershire Ry. Co.*, M. R., 17 Jan. 1868, A. 118; 10 L. T. N.S. 8; *Godson v. Higginson*, V.-C. S., 8 Feb. 1858, A. 531; *Clive v. Beaumont*, V.-C. K. B., 2 June, 1847, A. 1476; *S. C.*, 1 D. & S. 404.

In an action by a purchaser, the words "in case a good title can be made to the premises comprised therein," should be omitted, as he can always waive

the inquiry: *Curling v. Austin*, V.-C. K., 17 June, 24 July, 1860, A. 1488; *S. C.*, on further consideration, 2 D. & S. 129; *Bennett v. Fowler*, 2 Beav. 302.

2. Inquiry as to Title.

LET the following inquiries be made, that is to say:—1. An inquiry whether a good title can be made to the estates comprised in the agreement in the pleadings mentioned; 2. And in case it shall appear that a good title can be made to the said estates, an inquiry when it was first shown that such good title could be made.—Adjourn &c.—*Matthews v. Swallow*, M. R., 8 Feb. 1853, B. 382; *Harding v. Beckford*, V.-C., 11 Nov. 1824, A. 696; *Parr v. Lovegrove*, 4 Drew. 170.

3. The like—Costs.

LET the following inquiry be made, that is to say:—1. An inquiry whether a good holding title can be made to the estate comprised in the agreement dated &c.; and in case it shall appear that a good title can be made thereto, when it was first shown that a good title could be made; Plt to pay Deft's costs up to hearing.—Liberty to apply as to subsequent costs of action and of inquiry, and as to a conveyance.—*Smith v. Robinson*, Fry, J., 3 Nov. 1879, B. 2144; *S. C.*, 13 Ch. D. 148.

4. Inquiry where Title accepted subject to Requisitions.

DECLARE that the Deft is bound to accept the title of the Plt to the estate mentioned in the agreement of the — of — in the pleadings mentioned, subject to the requisitions of the said Deft upon the said title mentioned in the exhibit marked B, and dated &c.; And Declare that the Plt is entitled to a specific performance of the said agreement (subject to deduction of a sum for compensation), provided that the Plt can make a good title to the said estate, so far as respects the matter of the said requisitions; And Let &c.: 1. An inquiry whether a good title can be made to the estate comprised in the said agreement, having regard to the said requisitions only; 2. And in case &c. [Form 2].—*Saul v. Bolton*, L. JJ., 5 Aug. 1852, B. 1233.

For inquiry in like decree whether a good title can be made, &c., having regard to declarations relating to the title, see *M' Murray v. Spicer*, V.-C. M., 17 Jan. 1868, A. 315; 5 Eq. 527.

For decree declaring that an agreement ought to be specifically performed, provided that a good title could be made to the land comprised in it, having regard to the declaration therein contained, and declaring that, upon the true construction of the agreement, the Plt was not to be called upon to show any title to the said land other than that from F. to the Plt, and directing an inquiry whether a good title could be made to the said lands, having regard to the declaration, see *Hume v. Pocock*, V.-C. S., 16 Dec. 1865, A. 2486; 1 Eq. 431; *S. C.*, 1 Ch. 379.

For decree, where a condition limiting the title, and founded on an erroneous statement of fact, was held not binding on the purchaser, and the vendor declined an open reference as to title, dismissing his suit with costs, see *Harnett v. Baker*, V.-C. M., 19 April, 1875, A. 732; 20 Eq. 58.

5. *Damages for Failure to make a Good Title, or in the alternative for Non-Performance.*

UPON motion for judgment &c., Declare Plt entitled to specific performance of the agreement dated &c., and that such agreement ought to be specifically performed, and adjudge the same accordingly; And Let the following inquiries be made, that is to say: (1) an inquiry whether a good title can be made to the estates comprised in the said agreement; (2) and in case it shall appear that a good title can be made to the said estates, an inquiry when it was first shown that such good title could be made, and what damages have been sustained by the Plt by reason of the Deft not having performed the said agreement according to the terms thereof, and the amount of such damages is to be certified; And Let the Deft B., within — days from the date of the Chief Clerk's certificate, pay to the Plt A. what shall be certified to be due to him in respect of such damages, but if it shall appear that the Deft is unable to make a good title to the said estates, Let (3) an inquiry be made what sum of money ought to be allowed and paid by the Deft B. to the Plt A. (by way of damages) for his non-performance of such agreement, and the amount of such sum is to be certified; And Let the Deft B., within — days from the date of the Chief Clerk's certificate, pay to the Plt A. what shall be certified to be due to him in respect of such damages.—Costs.—Liberty to apply.—*Buttenshaw v. Williams*, Kekewich, J., 9th April, 1892, A. 595.

6. *Inquiry as to Delivery of Abstract, and Objections and Answers thereto.*

1. INQUIRY as to title, and when first shown; "2. An inquiry whether the Plt ever, and when, delivered or caused to be delivered to the Defts an abstract of his title, and whether the same was a perfect abstract, or in any and what respects deficient, and if deficient, whether the same was afterwards, and when, perfected; 3. An inquiry whether the Defts ever, and at what time or times, delivered any and what objections to the Plt's title, or made any and what requisitions upon or with respect to the same, or the abstract thereof, or the conveyance or assignment of the property in question agreed to be purchased by the Defts or the parties to such conveyance or assignment; 4. An inquiry whether the Plt at any and what time or times, returned any and what answers to such objections and requisitions."—*Remnant v. Holt*, V.-C. E., 4 Nov. 1847, B. 33.

For inquiry whether a good title could be made, and whether it appeared upon the abstract that a good title could be made, see *Wright v. Bond*, 11 Ves. 39.

For inquiry as to delivery of abstract, and whether it showed a satisfactory title, and when, and whether the Deft himself, or any person acting on his behalf, did, with or without his privity or knowledge, at any time, and when, inform the Plt, or any and what person acting on his behalf, that the Deft, or his solr or attorney, or any and which of them, were or was satisfied with

the title, and whether it appeared by the abstract originally brought in, or by any subsequent abstract, that a good title could be made, see *Hornblow v. Shirley*, L. C., 17 Mar. 1804, A. 1041 (said to have been penned by Lord Eldon).

7. Alleged Mistake—Inquiry whether Purchaser was entitled to the Land sold.

LET an inquiry be made whether the Deft was on the — day of — entitled in fee simple, or for some other and what estate, to the land and hereditaments described in the first schedule to the agreement of the — of — in the pleadings mentioned, or to any and what part thereof; And if it shall appear that the Deft was so entitled, Adjourn &c.; But if it shall appear that the Deft was not so entitled, Declare that the Plt is entitled to a specific performance of the said agreement, and order and adjudge the same accordingly, on the footing of the title of the Plt to the said hereditaments being admitted by the Deft. —*Jones v. Clifford*, V.-C. H., 27 July, 1876, A. 2187; 3 Ch. D. 793.

8. Order to review Certificate against Title shown.

THIS cause coming on &c., and upon the application of the Plt to vary &c., This Court being of opinion that a good title has not yet been shown to that part of the copyhold estate as to which the Plt has not yet been admitted, but it appearing to the Court that nevertheless the Plt may be able to make a good and sufficient title thereto, Let the Chief Clerk's certificate, dated the — of —, be reviewed, and adjourn the hearing on further consideration until the Chief Clerk shall have made his further certificate.—*Brewster v. Woodall*, V.-C. H., 22 July, 1878, Reg. Min. fo. 190, dictated by the Court.

NOTES.

By the Jud. Act, 1873, s. 34, "all causes and matters for the specific performance of contracts between vendors and purchasers of real estates, including contracts for leases," are assigned to the Chancery Division; so that suits for the specific performance of other agreements may be brought in any Division.

Where a counterclaim for specific performance of an agreement for a lease was set up to an action to recover possession of land, the action was transferred to the Chancery Division: *Hillman v. Mayhew*, 1 Ex. D. 132; and an action by purchasers for return of deposit, in which the vendor counterclaims for specific performance, should be transferred to the Chancery Division, where there is proper machinery for an inquiry into title: *London Land Co. v. Harris*, 13 Q. B. D. 540; and *v. sup.* Vol. I. p. 699.

Where the purchase-money does not exceed £500, the County Court of the district within which the Defts or any of them reside has jurisdiction: 28 & 29 V. c. 99, s. 1; 30 & 31 V. c. 142, s. 9; 51 & 52 Vict. c. 43, ss. 67, 74.

PARTIES—PROCEDURE.

Specific performance will only be decreed between parties to the agreement and those claiming under them: *Tasker v. Small*, 3 My. & Cr. 63; *Wood v. White*, 4 My. & Cr. 470; *De Hoghton v. Money*, 2 Ch. 164; *Lumley v. Timms*, 21 W. R. 494; as in the case of a purchaser with notice of a prior

agreement: *Holmes v. Powell*, 8 D. M. & G. 572; *Potter v. Saunders*, 6 Ha. 1; and see *Fenwick v. Bulman*, 9 Eq. 165.

Assignees of a tenant for life can sue for specific performance of a contract by a local board to take part of the land, without making their assignor a party: *Burr v. Wimbledon Local Board*, 56 L. T. N.S. 329; 35 W. R. 404.

Where purchasers enter into separate covenants with each of the vendors to make a road and allow vendors to use same, one covenantee cannot maintain an action for specific performance in the absence of the others: *Dix v. G. W. Ry. Co.*, 55 L. J. Ch. 797; W. N. (86) 130; and the lord of a manor cannot enforce a covenant for value to surrender, though binding between the surrenderor and surrenderee: *Hall v. Bromley*, 35 Ch. Div. 642.

Auctioneers, rightly joined as Defts in the first instance, could not claim to be dismissed from the action, merely upon payment of the deposit into Court and of costs to date: *Heatley v. Newton*, 19 Ch. Div. 326.

In an action by vendor for balance of purchase-money, the writ cannot be specially indorsed under O. III. 6, in the absence of an averment that the purchaser has accepted the title: W. N. (91) 38.

On motion for judgment for specific performance in default of pleading, unless a copy of the proposed minutes has been delivered, the notice of motion should set forth the precise words of the judgment asked for: *De Jongh v. Neuman*, W. N. (87) 59; 56 L. T. N.S. 180. The Court will not look at the agreement, but give judgment according to the pleadings alone: *Smith v. Buchan*, W. N. (88) 119; 36 W. R. 361.

In *Holmes v. Shaw*, 52 L. T. N.S. 797, verification of the agreement by affidavit was required; but see *contra*, *De Jongh v. Neuman*, *sup.*

FORM OF DECLARATION AS TO TITLE.

The usual course, where the title is not established, is to declare by the original decree the right to specific performance in case a good title can be shown: see *Mole v. Smith*, Jac. 495; *Burton v. Todd*, 1 Sw. 258; *Pitt v. Davis*, 3 Russ. 182, n.

Where the declaration was omitted, the decree directed the inquiry only, leaving the declaration to be made on the further consideration (or further directions): *Stevens v. Guppy*, 3 Russ. 182; *Burroughs v. Oakley*, 3 Sw. 178.

INQUIRY AS TO TITLE.

This might formerly be obtained on motion as a preliminary inquiry under Cons. Ord. 20. It could always be directed on motion by consent, and after answer adversely, if the title was the only question in dispute: see *Balmanno v. Lumley*, 1 V. & B. 224; or if there were other questions in the cause, without prejudice to such questions: *Foxlowe v. Amcoats*, 3 Beav. 496; *secus*, *Boyes v. Liddell*, 1 Y. & C. C. 133; which could only be raised and determined at the hearing: *Hood v. Oglander*, 34 Beav. 513.

Whether the Deft in a vendor's suit could obtain an order on such a motion, *quære*: *Reed v. Don Pedro, &c. Co.*, 3 D. J. & S. 593.

By O. XXXIII. 2, the Court or a Judge may at any stage of the proceedings direct any necessary inquiries to be made, notwithstanding that there is some special or further relief sought for, or some special issue to be tried, and a similar order may be obtained under O. XXXII. 6; and after such orders a final judgment may be made at the hearing without reserving further consideration: see *Turquand v. Wilson*, 1 Ch. D. 85.

In almost every case it is the duty of a vendor, when there is no question at issue but that of title between him and the purchaser, to avail himself of the opportunity of having an immediate reference, and so saving the multiplication of unnecessary costs: *per James, L. J.*, in *Phillipson v. Gibbon*, 6 Ch. 438; and see *Hyde v. Dallaway*, 4 Beav. 606.

Everything connected with the title may be made the subject of the reference: *Bennett v. Rees*, 1 Kee. 408; *Jennings v. Hopton*, 1 Madd. 211; even matters of fact extraneous to the abstract: *Phillipson v. Gibbon*, 6 Ch. 428; and see *Re Burroughes & Lynn*, 5 Ch. Div. 603.

"Under a general inquiry as to title, the Court will not enter into any question whether a purchaser before suit waived any objections. In such a

case there should be a special declaration that the Deft has accepted the title subject to certain requisitions, and then an inquiry, for which there is a precedent given" (Form 4, *sup.* p. 1850): *per* James, L. J., in *Upperton v. Nickolson*, 6 Ch. 440; *Curling v. Austin*, 2 Dr. & Sm. 129.

Waiver of the inquiry, whether partial or absolute, must be alleged in the pleadings: *Clive v. Beaumont*, 1 D. & S. 397; *Gaston v. Frankum*, 2 D. & S. 561.

As to what acts amount to waiver of objections to the title, see *Dart, V. & P.* pp. 431 *et seq.*; 6th ed. 498 *et seq.*; *Turquand v. Rhodes*, 16 W. R. 1074; *Re Hoag and Miller*, 23 Ch. D. 320, where a purchaser making structural alterations after notice of restrictive covenants was held to have waived his right to object.

Where a certificate in favour of the title is varied, the title will be again referred, at the vendor's request, to give him an opportunity of removing the defect: *Curling v. Flight*, 2 Ph. 613; *Portman v. Mill*, 1 R. & M. 696; *Andrews v. A.*, 3 Sim. 390; *Dart, V. & P.* 1110; 6th ed. 1240; *Dan. Ch. Pr.* 1114; *Fry*, 3rd ed. 611; and so, too, where an application to vary a certificate against the title is refused: *Egerton v. Jones*, 1 Russ. & M. 694; *Brewster v. Woodall*, Form 8, *sup.* p. 1852.

The certificate should, if against the title, state the defective point: *Green v. Monks*, 2 Moll. 325.

As to the jurisdiction of the Court under the V. & P. Act, 1874 (37 & 38 V. c. 78), s. 9, *v. infra*, p. 1885.

TITLE TO BE MADE.

Good Title.—The question whether there is a good title means a good title according to the contract: *Upperton v. Nickolson*, 6 Ch. 440; and see *Laurie v. Lees*, 7 App. Cas. 19.

And an express bargain to make a good title cannot be modified by parol evidence to show that the purchaser was aware of a defect in the title: *Cato v. Thompson*, 9 Q. B. Div. 616.

In the absence of any stipulation to the contrary, a good title for forty years must be shown in the case of any agreement for sale made after the 31st December, 1874, or sixty years in cases where a title longer than sixty years might have been required before that date: 37 & 38 V. c. 78, s. 1.

On a sale of leaseholds, the purchaser cannot call for the title to the freehold: *Ib.* s. 2.

By the Conveyancing Act, 1881, s. 3 (1), under a contract to sell and assign a term of years derived out of a leasehold interest in land, the intended assign shall not have the right to call for the title to the leasehold reversion.

Conditions as to Title.—The contract or conditions of sale may bind the purchaser to accept the vendor's estate and interest, and in such case a purchaser will, in the absence of fraud, be precluded from showing that the vendor has no title: *Hume v. Pocock*, 1 Ch. 379; 1 Eq. 423; and see *Rosenberg v. Cook*, 8 Q. B. Div. 162;

—or may forbid any investigation of the vendor's title at all: *Hume v. Bentley*, 5 De G. & S. 520; *Spratt v. Jeffery*, 10 B. & C. 249; *Best v. Hamand*, 12 Ch. Div. 1; in which case the purchaser is precluded from showing *aliunde* defects in the vendor's title: *Duke v. Burnett*, 2 Coll. 337; but not from showing that the vendor has no title at all: *Jones v. Clifford*, 3 Ch. D. 779; *Darlington v. Hamilton*, Kay, 550;

—or may preclude the purchaser from making requisitions upon the vendor as to his title, and in this case the purchaser may prove defects *aliunde*: *Shepherd v. Keatley*, 1 C. M. & R. 117; *Waddell v. Wolfe*, L. R. 9 Q. B. 515; and see *Warren v. Richardson*, Yo. 1; *Harnett v. Baker*, 20 Eq. 50.

Stipulations intended to meet difficulties in title must not be misleading, but must state fully the facts on which they are founded: *Beisley v. Carter*, 4 Ch. 230; *Williams v. Wood*, 16 W. R. 1005; *Johnson v. Smiley*, 17 Beav. 223; *Re Banister*, *Broad v. Munton*, 12 Ch. Div. 131; therefore the purchaser was not precluded from objection where the agreement concealed, or conditions failed to disclose, an underlease: *Edwards v. Wickwar*, 1 Eq. 68; a restrictive covenant as to building: *Re Elsworth and Tidy*, 42 Ch. Div. 23;

Re Higgins and Hitchman, 21 Ch. Div. 95; *Re Cox and Neve*, (1891) 2 Ch. 109; or a covenant restrictive of the user of business premises: *Re Davis and Cavey*, 40 Ch. D. 601; and see *Nottingham Brick Co. v. Butler*, 16 Q. B. Div. 778; though sold subject to "any matter or thing affecting the same": *S. C.*; (*secus*, a mere personal covenant not binding the purchaser: *Re Fawcett and Holmes*, 42 Ch. Div. 150; *Groves v. Loomes*, 55 L. J. Ch. 52; and *v. sup.* Vol. I. pp. 469, 470, as to the effect of restrictive covenants; or liability to ground rent: *Sheard v. Venables*, 15 W. R. 1167; *Darlington v. Hamilton*, Kay, 550; a gift over in a will: *Else v. E.*, 13 Eq. 196; or described an underlease as a lease (unless the purchaser was aware of the facts): *Henderson v. Hudson*, 15 W. R. 860; *Hayford v. Criddle*, 22 Beav. 477, 480; *Re Beyfus and Master's Contract*, 39 Ch. Div. 110 (disapproving *Camberwell Bldg. Soc. v. Holloway*, 13 Ch. D. 754); or omitted to state that the stipulated root of title was a voluntary conveyance: *Re Marsh and Earl Granville*, 24 Ch. Div. 11; or merely referred to rights or easements generally, without stating the existence of a right of a very peculiar character: *Heywood v. Mallalieu*, 25 Ch. D. 357; and see *Nottingham Brick Co. v. Butler*, 16 Q. B. Div. 778; or described the land as held by an underlease for fifty years from December, 1856, one of the conditions of sale being that the purchaser should make no inquiry into the vendor's title, and it turned out that his interest expired in 1889: *Nash v. Wooderson*, 33 W. R. 301; or where it required him to "assume" what was not the fact, or that a title really defective was good: *Harnett v. Baker*, 20 Eq. 50; *Boyd v. Dickson*, 1 E. R. 10 Eq. 239; *Re Banister, Broad v. Munton, sup.*; *Nottingham Brick Co. v. Butler*, 16 Q. B. Div. 778; *Best v. Hamand*, 12 Ch. Div. 1; *Re McVicker*, 25 L. R. Ir. 307; *secus*, where the facts were fairly stated: *Jackson v. Whitehead*, 28 Beav. 154; *Micholls v. Corbett*, 3 D. J. & S. 18; *Nunn v. Hancock*, 6 Ch. 850; or the vendor believes the facts to be true, though intended to cover a flaw going to the root of the title: *Re Sandbach and Edmondson*, (1891) 1 Ch. (C. A.) 99.

An agreement to sell "all the vendor's interest in a lease" was satisfied by showing title to an underlease for the same term as the lease less three days: *Waring v. Scotland*, 57 L. J. Ch. 1016; 59 L. T. N.S. 132; 36 W. R. 756.

A condition as to "error in the description of the property" means a misdescription of the corporeal property, not of the vendor's title: *Re Beyfus and Master*, 39 Ch. Div. 110 (disapproving *dictum* in *Camberwell, &c. Bldg. Soc. v. Holloway*, 13 Ch. D. 760); and see *Ashburner v. Sewell*, (1891) 3 Ch. 405.

Where the misleading conditions only purport on the face of them to give a good holding title, the purchaser, being relieved from them, is only to have such a title made: *Re Banister, Broad v. Munton, sup.*; *Smith v. Robinson*, 13 Ch. D. 148; see Form 3, *sup.* p. 1850.

As to conditions in sales under the order of the Court, see *Edwards v. Wickwar*, 1 Eq. 68; *Else v. E.*, 13 Eq. 196; *Nunn v. Hancock*, 6 Ch. 850; *Waters v. W.*, 15 W. R. 191; *et v. sup.* Vol. I., pp. 293, 294.

A condition that a title shall commence with a certain deed does not preclude a purchaser from showing *aliunde* that the title is defective: *Smith v. Robinson*, 13 Ch. D. 148; *Re Davys and Verdern*, 17 L. R. Ir. 334; though the objection is accidentally disclosed by the vendor: *Smith v. Robinson, sup.*; or that the deed in question is a voluntary conveyance: *Re Marsh and Earl Granville*, 24 Ch. Div. 11; *Palmer v. Locke*, 18 Ch. Div. 381; or that the parties to it had no power to convey; but if this be not shown, their competency must be assumed, even in the case of a corporation with limited powers: *Osborne v. O.*, 18 W. R. 421; and see *Re Banister, Broad v. Munton*, 12 Ch. Div. 131.

And notwithstanding a condition precluding a purchaser from making objection in respect of a voluntary settlement, he was entitled to prove that it had not been set up by *ex post facto* consideration: *Small v. Torley*, 25 L. R. Ir. 388.

A condition requiring objections and requisitions to be made in a specified time did not prevent the purchaser from showing defects *aliunde* after the time limited where the title was known to be doubtful: *Warde v. Dickson*, 6 Jur. N.S. 698; and was not binding where the abstract was not delivered in proper time: *Upperton v. Nickolson*, 6 Ch. 436; but after the expiration of the period a purchaser was required to prove that the original abstract was

incomplete in order to obtain an inquiry as to title: *Ward v. Ghrimes*, 11 W. R. 794; *Re Car and Neve's Contract*, (1891) 2 Ch. 109.

As to conditions stipulating for payment of interest on the purchase-money, notwithstanding delay from any cause, *v. inf.* p. 1669.

Stipulations in the agreement or conditions will be construed favourably for the purchaser: *Rhodes v. Ibbetson*, 4 D. M. & G. 787; *Hoy v. Smithies*, 22 Beav. 510; *Seaton v. Mapp*, 2 Coll. 556.

Conditions as to Rescission of Contract.—A condition enabling a vendor to rescind the contract if he should be unable or unwilling to comply with any requisition on which the purchaser should insist is valid: *Hoy v. Smithies*, 22 Beav. 510; *Maurson v. Fletcher*, 6 Ch. 91; but this does not empower the vendor to rescind arbitrarily, unreasonably, or capriciously: *Duddell v. Simpson*, 2 Ch. 102; *Graves v. Wilson*, 25 Beav. 290; *Re Dames and Wood*, 29 Ch. Div. 626; the word "unwilling" being in effect interpreted "reasonably unwilling": *Re Starr Bowkett Bldg. Soc. and Sibun*, 42 Ch. Div. 375; *Re Glenton*, 53 L. T. N.S. 434; but if he exercises his power of rescission *bona fide* and reasonably he is not bound to assign his reasons for so doing: *Re Starr Bowkett Bldg. Soc. and Sibun, sup.*; *Re Glenton, sup.*; nor to give the purchaser a *locus penitentie*, to consider whether he will withdraw his requisitions: *Duddell v. Simpson, sup.*; *Re Dames and Wood, sup.*; *Re Starr Bowkett Bldg. Soc. and Sibun, sup.*; *Re Glenton, sup.*; *Woolcott v. Pegg*, 15 App. Ca. 42. Such a condition does not in general extend to matters of conveyance as distinguished from title: *Kitchin v. Palmer*, 46 L. J. Ch. 611; *Re Monckton and Gilzean*, 27 Ch. D. 555; and see *Hardman v. Child*, 28 Ch. D. 712; *Re Glenton, sup.*; nor to the discharge of incumbrances unknown to the parties until after the time fixed for delivery of the requisitions: *Re Jackson and Oakshott*, 14 Ch. D. 851; nor justify the introduction into the conveyance of words imposing a liability not disclosed in the abstract or particulars: *Hardman v. Child*, 28 Ch. D. 712; *Re Monckton and Gilzean, sup.*; and may be waived by conduct: *Morley v. Cook*, 2 Ha. 106; *Tanner v. Smith*, 10 Sim. 410.

And the existence of a right of way may be a defect in title justifying rescission under such a condition, although it is also an error of description under a condition providing for compensation: *Ashburner v. Sewell*, (1891) 3 Ch. 405.

A condition enabling a vendor to rescind if the purchaser should make any requisition with which he should be "unwilling on the ground of expense or otherwise to comply," did not enable him to rescind in a case where he failed to show any title whatever to any part of the property: *Bowman v. Hyland*, 8 Ch. D. 588; *Heppenstall v. Huse*, 51 L. T. N.S. 589; and see *Woolcott v. Pegg*, 15 App. Cas. 42.

And a right to rescind "notwithstanding previous litigation," could not be exercised by a vendor who had taken out a summons under the Vendor and Purchaser Act on a question of title, which was decided against him: *Re Arbib and Class*, (1891) 1 Ch. (C.A.) 601.

Abstract of Title: Notice.—By sub-sect. 6, the expenses of production and inspection of documents, of certificates, evidence, &c., and abstracts, &c. of documents, &c., for verification of the abstract or any other purpose, are to be borne by the purchaser. This sub-section assumes that the vendor has produced an abstract of title for the statutory or stipulated period, and under an open contract the vendor must bear the expense of an abstract of any deed forming part of the forty years' title: *Re Johnson and Tustin*, 30 Ch. Div. 42; *Re Moody and Yates*, 30 Ch. Div. 344; *q. v.* that a surveyor's certificate that a house has been finished in accordance with the building lease is not a "certificate" or "evidence," but part of the title; and as to the duty of the vendor to produce copies of abstracted documents, see *Re Furlong and Sheehan*, 23 L. R. Ir. 407.

Whether a purchaser who agrees to accept a less title than forty years will not be fixed with constructive notice of covenants which would have been disclosed if a proper forty years' title had been shown, *quære*: *Re Cox and Neve*, (1891) 2 Ch. 109.

As to the effect of sect. 3 of the Conveyancing Act, 1882 (45 & 46 V. c. 39), modifying the operation of constructive notice, see *Gainsborough v.*

Watcombe, &c. Co., 54 L. J. Ch. 994; *In re Cousins*, 31 Ch. D. 671; *Fatman v. Harland*, 17 Ch. D. 353; *Lewin*, 981; *Dart*, V. & P. 6th ed. 969 seq.

A purchaser of leaseholds is bound to inform himself of the covenants contained in the lease: *Pope v. Garland*, 4 Y. & C. 394; *Paterson v. Long*, 6 Beav. 590; *Grosvenor v. Green*, 5 Jur. N.S. 117; and see *Wilbraham v. Livesey*, 18 Beav. 206; but where such covenants are of an unusual and onerous character he will not be forced to complete: *Hyde v. Warden*, 26 W. R. 207; *Reeve v. Berridge*, 20 Q. B. Div. 523; unless, before agreement, he had a fair opportunity of ascertaining the terms: *S. C.*; and as to the effect of a condition that the last receipt for rent is to be taken as conclusive evidence of due performance of covenants, see *Lawrie v. Lees*, 7 App. Ca. 19; and as to what covenants are unusual, *v. inf.* p. 1892.

No forfeiture is caused where, on a covenant by A. and B. not to assign "to any person," A. assigns to B.: *Corp. of Bristol v. Westcott*, 12 Ch. Div. 461.

The rule (see *Re Tanqueray Willaume and Landau*, 20 Ch. D. 465), as to real estate, putting a purchaser from an exor on inquiry after twenty years from the testator's death, does not in general apply to leaseholds, though it may if assent by the exor to the bequest is shown: *Re Whistler*, 35 Ch. D. 561.

The necessity of obtaining the superior landlord's consent to a sale of leaseholds is not an absolute bar to a purchaser's suit: *Leitch v. Simpson*, 1 R. 5 Eq. 613. On a compulsory sale under the Lands Clauses Consolidation Act, such consent is not necessary: *Slipper v. Tottenham, &c. Ry. Co.*, 4 Eq. 112.

For the provisions of sect. 5 of the Conveyancing Act, 1881, as to discharge of incumbrances on sales by or out of the Court, *v. sup.* Vol. I., p. 295.

Title forced on Purchaser.—A title may be forced on a purchaser on appeal, although the Court below has decided against it: *Alexander v. Mills*, 6 Ch. 124; *Beioley v. Carter*, 4 Ch. 230; *Shepherd v. Doolan*, 3 Dr. & War. 8; if the Court of Appeal is clearly in its favour: *Collier v. McBean*, 1 Ch. 81.

As to what titles have been forced on purchasers, see *Trowell v. Shenton*, 8 Ch. D. 318 (a willing purchaser being Plt); *Morris v. Debenham*, 2 Ch. D. 540; *Lysaght v. Edwards*, 2 Ch. D. 499 (on a special case); *Cavendish v. C.*, 10 Ch. 319; *Forster v. Abraham*, 17 Eq. 351; *Tomlin v. Budd*, 22 W. R. 529; *Bell v. Holtby*, 15 Eq. 178; *Cooper v. Kynock*, 7 Ch. 398; *Radford v. Willis*, 7 Ch. 7; *Cruikshank v. Duffin*, 13 Eq. 555; *Wyman v. Carter*, 12 Eq. 309; *Alexander v. Mills*, 6 Ch. 124; *Peter v. Nicholls*, 11 Eq. 391; *Re Huish's Charity*, 10 Eq. 5 (as against a willing purchaser); *Mullings v. Trinder*, 10 Eq. 449; *Beioley v. Carter*, 4 Ch. 230; *M'Murray v. Spicer*, 5 Eq. 527; *Corbett v. Commrs. of Works*, 16 W. R. 889; *Hamilton v. Buckmaster*, 3 Eq. 323; *Austin v. Tawney*, 2 Ch. 143; *Bousfield v. Hodges*, 33 Beav. 90; *Dorling v. Claydon*, 1 H. & M. 402.

And as to what titles were not forced on purchasers, see *Carlyon v. Truscott*, 20 Eq. 348; *Phillipson v. Gibbon*, 6 Ch. 428; *Burnell v. Firth*, 15 W. R. 546; *Cook v. Dawson*, 3 D. F. & J. 127; *Bryant v. Busk*, 4 Russ. 1 (where before acceptance of title the deeds were burned); *Brewer v. Broadwood*, 22 Ch. D. 105 (where it was in the power of a third person to destroy the title); but see *Lawrie v. Lees*, 7 App. Cas. 19; 14 Ch. Div. 249; and as to doubtful titles, see *Mullings v. Trinder*, 10 Eq. 449; *Pyrke v. Waddingham*, 10 Ha. 1; *Collard v. Sampson*, 4 D. M. & J. 224; *Freer v. Hesse*, 4 D. M. & G. 495; *Rogers v. Waterhouse*, 4 Drew. 329; and see *Dart*, V. & P. 1100; 6th ed. 1229; *Sugd. V. & P.* 389 *et seq.*; *Fry*, 3rd ed. 403.

Whether the right to a good title is an implied term in the contract, or a collateral right given to the law, the general rule is that a purchaser is entitled to require a good title; and to take a case out of the rule, it must be shown that at the time of the contract he knew that a good title could not be made: *Ellis v. Rogers*, 29 Ch. Div. 661.

A purchaser from a co. which has issued debentures constituting "floating" securities is entitled to reasonable evidence that default has not been made in payment of them: *Re Horne and Hellard*, 29 Ch. D. 736.

In the absence of express stipulation, a purchaser cannot be compelled to take, nor a vendor to give, an indemnity against a defect in title: *Bainbridge v. Kinmaird*, 32 Beav. 346; *Aylett v. Ashton*, 1 My. & C. 105; *Paton v. Brebner*, 1 Bligh, 66; *Balmanno v. Lumley*, 1 V. & B. 225.

The Court will not compel a vendor to make payment into Court by way of indemnity under sect. 5 of the Conveyancing Act, 1881, where the result would be to inflict hardship on him: *Re G. N. Ry. Co. and Sanderson*, 25 Ch. D. 788.

A defect in title, of which the purchaser had notice at the time of completion, was held not to be covered by a covenant for quiet enjoyment: *Hunt v. White*, 16 W. R. 475; and as to compensation for defective title, *v. inf.* pp. 1576, 1579.

A purchaser who made structural alterations after notice of a restrictive covenant was held to have waived his right to object to the title: *Re Gloag and Miller*, 23 Ch. D. 320.

Concealment of Title.—As to proceedings, civil and criminal, for concealing title or falsifying pedigree, see 22 & 23 V. c. 35, s. 24; and, *semble*, where there is a condition that no title shall be shown before a particular time, the section does not apply to the concealment of an antecedent incumbrance: *Smith v. Robinson*, 13 Ch. D. 143; and as to evidence of possession in the absence of title deeds, see *Cottrell v. Watkins*, 1 Beav. 361; of intestacy, *Parr v. Loregrove*, 4 Drew. 178.

WHEN TITLE MAY BE MADE.

It is sufficient if the vendor has a good title at the hearing: *Langford v. Pitt*, 2 P. Wms. 630; *Wynn v. Morgan*, 7 Ves. 202; *Games v. Bonnor*, 54 L. J. Ch. 517;

—except in cases where time is of the essence: *v. sup.* p. 1847;

—or where the defects are such as to affect the validity of the agreement, in which case they must be cured before the commencement of the suit: *Adams v. Broke*, 1 Y. & C. C. 627; or before the repudiation of the agreement by the purchaser: *Forrer v. Nash*, 35 Beav. 171; *Brewer v. Broadwood*, 22 Ch. D. 105; *Wylson v. Dunn*, 34 Ch. D. 569, 577; *Bellamy v. Debenham*, (1891) 1 Ch. (C. A.) 412; unless the purchaser, instead of repudiating, treats the defects as matters of title only: *Salisbury v. Hatcher*, 2 Y. & C. C. 54 (but see *Lee v. Soames*, 36 W. R. 884); *Eyston v. Simonds*, 2 Y. & C. C. 608.

So, too, the title may be made before the certificate: *Seton v. Slade*, 2 L. C. Eq. 514; 6th ed. 542; *Jenkins v. Hiles*, 6 Ves. 655; *Mortlock v. Buller*, 10 Ves. 315; *Games v. Bonnor*, 54 L. J. Ch. 517.

The want of a licence to assign leaseholds at the time of making the contract, or before the commencement of the suit, is immaterial: *Sugd. V. & P.* 259; *Hilton v. Tipper*, 16 W. R. 888; *Form 6, inf.* p. 1887; *Leitch v. Simpson*, 1 R. 5 Eq. 683.

And that a purchaser who repudiates before it is necessary for the vendor to produce a licence to assign cannot resist specific performance on the ground of absence of such licence, see *Ellis v. Rogers*, 29 Ch. Div. 661.

Where the certificate is against the title, the purchaser is not in all cases discharged, *e. g.*, if it appear that the title can be made good in a reasonable time: *Coffin v. Cooper*, 14 Ves. 205; *Sidebotham v. Barrington*, 4 Beav. 110; and so, too, where a vendor by mistake sold a small portion of land to which he had no title: *Chamberlain v. Lee*, 10 Sim. 444. But this rule is not to be extended: *Lechmere v. Brasier*, 2 J. & W. 289; and will not be applied where there is concealment: *Dalby v. Pullen*, 1 Russ. & M. 296.

Where trustees sell in the erroneous belief that they have a power of sale, they cannot after the time for completion compel the purchaser to enter into a new contract with and accept a title from the beneficiaries or the tenant for life under the Settled Land Act: *Re Bryant and Barningham*, 44 Ch. Div. 218; *Re Head's Trustees and Macdonald*, 45 Ch. Div. 310; and where trustees selling desire to cure a defect in their powers by procuring the concurrence of beneficiaries, they must at the least show that the beneficiaries can and will concur and give the purchaser an opportunity of investigating their title: *S. C.*

Secus, where mortgagees who are selling under a power of sale offer to procure consents required to render the power presently exercisable: *Re Thompson and Holt*, 44 Ch. D. 492.

WHEN TITLE FIRST SHOWN.

A good title is first *shown* when the matters are duly set out in the abstract, and is *made* when they are proved: *Parr v. Lovegrove*, 4 Drew. 170, 176; except in cases where the evidence of facts alleged is material to the title, *e. g.*, evidence of identity: *Sherwin v. Shakspear*, 17 Beav. 267, 275; *S. C.*, 5 D. M. & G. 517.

If the vendor does not show a good title before the commencement of the suit he is liable, *prima facie*, to pay the costs up to the time when successful objections are first removed: *Freer v. Hesse*, 4 D. M. & G. 495, 505; *Phillipson v. Gibbon*, 6 Ch. 428, 434; *Burnaby v. Equitable Reversionary Society*, 54 L. J. Ch. 466; *Morgan & Davey*, p. 180; unless other matters than the title are in dispute, when costs will follow the event: *Croome v. Lediard*, 2 My. & K. 293.

Therefore the reference in a suit by a vendor should always include the inquiry when a good title was first shown, unless it be omitted by the express direction of the Court: *Bennett v. Rees*, 1 Ke. 409; and see *Jennings v. Hopton*, 1 Madd. 211; *Anon.*, 3 Madd. 495; *Wright v. Bond*, 11 Ves. 39; or unless the purchaser has resisted the judgment on other grounds, so as to disentitle himself to costs: *Gibbins v. N. E. Metro. Asylum Dist.*, 11 Beav. 1, 5; *Morris v. Wilson*, 5 Jur. N.S. 168.

Where a purchaser's objections were overruled, but a serious defect in title appeared, which the vendor might have known, no costs were granted to either party, except costs occasioned by the refusal of the vendor to submit to the usual reference: *Phillipson v. Gibbon*, 6 Ch. 428.

Where a fatal objection was taken for the first time in Chambers, no order was made as to costs: *Upperton v. Nicholson*, 6 Ch. 436.

As to costs generally, *v. inf.* pp. 1875, 1876.

TIME FOR COMPLETION.

As to when time is of the essence of the contract, *v. sup.* pp. 1847, 1848.

"It is one of the primary doctrines of this Court that, while it relieves in respect of time, so it enforces the performance of contracts within a reasonable and proper time. . . . Proper time must be given for the delivery of the abstract, and doing all the various acts necessary for carrying the contract into effect": *M. R. in Baker v. Metn. Ry. Co.*, 31 Beav. 504, 510.

As to what is or is not a reasonable time within which either party may insist on completion, see *Parkin v. Thorold*, 16 Beav. 59; *Wells v. Maxwell*, 32 Beav. 408; *Compton v. Bagley*, (1892) 1 Ch. 313 (where fourteen days' notice to vendor to deliver a proper abstract was held reasonable); *Sugd. V. & P.* 268, 270.

Where, owing to a defect of conveyance, and not of title, the vendor is unable to complete on the appointed day, the purchaser must allow him a reasonable time within which to remove the defect: *Hatten v. Russell*, 38 Ch. D. 334.

(II.) TITLE ACCEPTED, ESTABLISHED, OR DISAPPROVED.

1. *Vendor's Action—Specific Performance at the Hearing.*

DECLARE &c. [Forms 1—4, p. 1832]; Let interest be computed at the rate of £— p. c. per ann. on the sum of £— (the residue of), the purchase-money for the estate (hereditaments) comprised in the said agreement, from the — day of —, when the same ought to have been paid according to the terms of the said agreement; Let the following account be taken: 1. An account of the rents and profits of the said estate (hereditaments) received by the Plts, or any of them, or by any other person or persons, by the order or for the use of the

Plts, or any of them, since the said — of —; And Let the Plts' costs of this action be taxed by the Taxing Master; And Let what shall be coming upon the said account of rents and profits be deducted from the amount of the said purchase-money, and interest and costs when so computed and taxed as aforesaid; And Let, upon the Plts executing a proper conveyance of the said estate to the Deft at the expense of the Deft according to the said agreement, or to whom he shall appoint, such conveyance to be settled by the Judge in case the parties differ, and delivering to the Deft upon oath all deeds and writings in their custody or in their power relating to the said estate (hereditaments) [*if necessary, add*: exclusively, and giving an acknowledgment and undertaking for safe custody of deeds relating to other properties as provided by the 9th section of the Conveyancing and Law of Property Act, 1881], the Deft pay to the Plts the balance which shall be certified to remain due to them in respect of such purchase-money and interest and costs after such deduction as aforesaid.—Liberty to apply.—See *Games v. Bonnor*, C. A., 22 Jan. 1884, A. 110; 54 L. J. Ch. 517; *Marg. Anspach v. Noel*, 7 Mar. 1816, B. 531; 1 Madd. 317; *Morris v. Debenham*, V.-C. M., 15 Mar. 1876, B. 479; 2 Ch. D. 540.

For decree in like suit directing payment by the Deft upon the Plts executing a proper conveyance of the premises to him in the form approved by them, see *Gale v. Squier*, V.-C. B., 20 Dec. 1876, A. 2132; 4 Ch. D. 229; affd. 5 Ch. Div. 625.

And for declarations of lien, *v. inf.* pp. 1901 *et seq.*

2. *The like—Title accepted at the Hearing.*

THE Deft by his counsel declaring himself content with the title to the estate in the pleadings mentioned agreed to be purchased by him of &c., Declare &c., and usual directions [Form 1].

3. *The like—Title forced on the Purchaser at the Hearing.*

DECLARE that the Deft is bound to accept the title of the Plt to the estate mentioned in the agreement, dated the — of —, and that the said agreement ought to be specifically performed &c.—*Morris v. Debenham*, V.-C. M., 15 Mar. 1876, B. 479; 2 Ch. D. 540; *Tamplin v. James*, V.-C. M., 20 Mar. 1879, B. 694; 15 Ch. D. 215.

For declaration in like suit that a power of sale was well exercised, see *Cruikshank v. Duffin*, V.-C. M., 14 Feb. 1872, A. 384; 13 Eq. 563.

For declaration in like suit that one of two joint protectors having survived the other was protector of a settlement, see *Bell v. Holtby*, V.-C. M., 15 Jan. 1873, A. 95; 15 Eq. 194.

For decree in like suit, the Deft having refused the Plt's offer by his counsel at the bar to rescind the agreement, see *Peter v. Nicholls*, V.-C. S., 15 March, 1871, B. 2065; 11 Eq. 397.

4. *The like—Title accepted—Mortgagee concurring.*

DECLARE that the notice in writing dated &c. under the option of the Deft O. D. constituted a binding agreement between the said Deft and the Plt, and that the same agreement ought to be specifically

performed &c. And the Deft C. D. by his counsel declaring himself content with the title to the premises in the said agreement mentioned, Let the following accounts be taken &c. : (1.) An account of what, if anything, is due from the Deft C. D. to the Plt on account of interest in respect of the purchase-money of £— in the said agreement mentioned ; (2.) An account of what is due to the Deft E. F. for principal and interest, including such costs as are by the order dated &c. directed to be added to his security in respect of his mortgage security in the pleadings mentioned. Refer to Taxing Master to tax the costs of the Defts of this action, including in the costs of the Deft C. D. his costs of the counter-claim ; Let Deft E. F. be at liberty to add the amount of his costs to what shall be certified to be due to him as aforesaid ; Let Deft C. D. out of the said purchase-money of £— pay to the Deft E. F. what shall be certified to be due to him for principal, interest, and costs as aforesaid ; Let, upon the Deft C. D. paying to the Plt, or those claiming under him, the balance of the said £—, and what shall be certified to be due from him for interest as aforesaid, after deducting from such balance and interest his said costs, the Plt and all other proper parties execute a proper conveyance of the premises comprised in the said agreement to the Deft C. D. or to whom he shall appoint, such conveyance to be settled &c. in case the parties differ, and deliver up upon oath to the Deft C. D. all deeds and securities in his custody or power relating to the said premises.—Liberty to apply.—*Green v. Sevin*, Fry, J., 13 Dec. 1879, A. 2463 ; *S. C.*, 13 Ch. D. 589.

5. *The like—Title when first shown—Valuation—Fixtures—Stock-in-Trade.*

UPON motion by way of appeal &c., Let the order dated &c. be discharged ; Let the Chief Clerk's certificate dated &c., made pursuant to the judgment dated &c., be varied by finding that a good title was, before the commencement of this action, shown by the Deft to the hereditaments comprised in the contract dated &c. ; And Let the Plt on or before &c. pay to the Deft £—, being the balance of his purchase-money for the hereditaments comprised in the said contract, without interest thereon, and £—, the amount of the valuation of the furniture, fixtures, and effects in the pleadings mentioned ; And the Deft by his counsel undertaking to sell the stock-in-trade upon the said premises at a valuation to be made by two gaugers, one to be appointed by the vendor and the other by the purchaser or their umpire to be appointed in the usual way, and to pay all rent and outgoings in respect of the said premises down to the time of such conveyance, Let, upon the Plt paying to the Deft the said £— and the amount of the said valuation of the said stock-in-trade, the Deft execute a proper assignment of the said premises to the Plt, such assignment to be settled &c.—Plt to pay Deft's costs subsequent to last taxation.—*Laurie v. Lees*, Court of Appeal, 8th April, 1880, B. 1892 ; *S. C.*, 7 App. Cas. 19.

6. *The like—Contract by Correspondence—Assignment Executed—Account of unpaid Purchase-money and Expenditure.*

DECLARE that the letters dated &c. in the pleadings mentioned constitute a binding agreement between the Plt and the Deft, and that the same agreement ought to be specifically performed &c. ; And Let &c. : 1. Account of what is due to the Plt on account of unpaid purchase-money, together with interest thereon at the rate of £4 p. c. per annum from the — day of —, when the same ought to have been paid according to the said agreement. 2. An account of what is due to the Plt for all payments properly made by him for rent and insurance or otherwise in respect of the premises No. — &c. ; Let the Plt's costs of this action be taxed by the Taxing Master. And it appearing that the Plt has executed a proper assignment of the property comprised in the said agreement to the Deft, and that such assignment has been approved by the Deft, Let the Deft S., within one month from the date of the Chief Clerk's certificate to be made pursuant to this order, pay to the Plt the balance which shall be certified to be due from him in respect of such purchase-money, interest, payment, and costs.—*Liberty to apply.—Stone v. Smith, Kekewich, J., 17 Feb. 1887, B. 222 ; S. C., 35 Ch. D. 188.*

7. *Declaration as to Interest of Vendor, and when Good Title first shown by him.*

DECLARE that the indenture of settlement dated &c. effected a severance of the joint tenancy created by the will of X. so far as regards the share of A. B. deceased of and in £— consols, and that the Plt became entitled to that share under and by virtue of the said indenture of settlement, and the will of the said A. B. Declare the Plt not bound to take out letters of administration to the estate of A. B. Declare that a good title has been made by the Plt to the property comprised in the agreement dated &c., and that such good title was first shown on the — day &c. Declare that the said agreement ought to be specifically performed &c.—*Burnaby v. The Equitable Reversionary Interest Society, Pearson, J., 24 Jan. 1885, A. 528 ; S. C., 54 L. J. Ch. 446, Note R.*

8. *Vendor's Action—Conveyance to be executed as an Escrow, and to be handed over on payment of the Purchase-money.*

THIS action coming on for further consideration &c. in the presence of counsel for the Plt and Deft, Let the Plt prepare and execute a conveyance to the Deft as an escrow to be delivered to the Deft, on payment of the purchase-money within the time limited, of the premises comprised in the contract &c., such conveyance to be settled &c. ;

And Let the Deft pay to the Plt at a time and place to be appointed by the Judge, when the conveyance shall be so settled as aforesaid, £—certified to be payable by the Deft to the Plt; And thereupon Let the Plt deliver to the Deft the said conveyance duly executed by him, together with all deeds &c.—*Morgan v. Brisco*, V.-C. B., 18 Dec. 1885, B. 1624; 31 Ch. D. 216; *S. C.*, 32 Ch. Div. 192.

In this case the Deft had persistently evaded the judgment of the Court.

9. *Another Form.*

UPON motion for judgment in default of the Deft delivering a defence this day made unto this Court by counsel for the Plt, and upon reading &c.; Declare that the agreement dated &c. [*describing it*], ought to be specifically performed and carried into execution, and order and adjudge the same accordingly; And Let interest be computed at the rate of £4 p. c. per ann. on the sum of £28,500, the residue of the purchase-money, for the estate comprised in the said agreement from &c., when the purchase ought to have been completed according to the terms of the agreement to the day for payment to be fixed by the Judge as hereinafter directed; And Let the following accounts be taken, that is to say:—1. An account of what is due to the Plts for balance of the said purchase-money and interest, and for their costs of this action, such costs to be taxed by the Taxing Master; 2. An account of the rents and profits of the said estate received by the Plts, or any of them, or by any other person or persons by the order or for the use of the Plts, or any of them, since &c. [*the day agreed for completion*]; And Let what shall be coming upon the said account of rents and profits be deducted from the amount of the said purchase-money, and interest and costs, when so computed and taxed as aforesaid, and the balance be certified; And it appearing that the Deft has accepted the Plts' title to the said estate, Let the Plts R., F., and E., be at liberty to prepare and execute a conveyance to the Deft (as an escrow to be delivered to the Deft on payment of the purchase-money, interest, and costs, as aforesaid within the time limited) of the said estate, such conveyance to be settled by the Judge; And Let the Deft G. pay to the Plts R., F., and E., at a time and place to be appointed by the Judge, when the said conveyance shall have been so approved as aforesaid, the sum which shall be certified to be the balance of the purchase-money, interest, and costs as aforesaid; And thereupon Let the Plts R., F., and E. deliver to the Deft G. the said conveyance of the said estate duly executed by them, together with all deeds and writings in their custody or power relating to the said estate.—Liberty to apply.—*Robinson v. Galland*, Chitty, J., 10 April, 1880, B. 375; 37 W. R. 396.

An order in this form is an absolute order for payment to the Plt, and complete and final directly the certificate is made, and the Plt is entitled to a four or seven days' order for payment to himself, as being a working out of, and ancillary to, the original order. The directions for payment and for

delivery of conveyance being separate and distinct, execution may be by *fi. fa.*, *elegit*, or writ of sequestration: *per* Chitty, J., in *Robinson v. Galland*, *sup.*; 37 W. R. 396, 397.

10. *Vendor's Action—Title accepted—Payment of Purchase-money into Court.*

UPON motion for judgment in default of defence &c., Declare that the agreement dated &c. ought to be specifically performed, &c.; Let the Defts pay to the Plt his costs of this action to be taxed &c.; Let interest be computed at the rate of £— p. c. p. ann. on the residue of the purchase-money for the estate comprised in the said agreement dated &c. from &c. to the day for payment into Court as hereinafter directed; And the Plt by his counsel submitting to account, Let an account be taken of the rents and profits of the said estate received by the Plt or by any other person or persons by his order or for his use from the — day of &c. up to the time when the Defts took possession. Discharge receiver, with usual directions as to passing final account and payment of balance to Plt. Let the amount received by the Plt for rents and profits as aforesaid, and the amount so to be paid to him by the receiver as aforesaid, be deducted from the amount of the said purchase-money and interest when so computed as aforesaid; And Let the balance due to the Plt after such deductions as aforesaid be certified. And it appearing that the Defts have accepted the title to the said estate, Let the Defts within — days after the date of the Chief Clerk's certificate to be made in pursuance of this order, pay into Court, as directed in the schedule hereto, such balance due to the Plt; And Let, upon such payment in, the Plt execute to the Defts at their expense a conveyance of the said estate to be settled &c. in case the parties differ, and deliver to the Defts all deeds and writings in his custody or power relating thereto.—Liberty to apply.—Schedule.—*Walker v. East Riding Club, &c. Coy.*, Kay, J., 8th May, 1886, B. 1224.

This form of order avoids the inconvenience and expense to the Plt of preparing and executing a conveyance (as in *Morgan v. Briscoe*, Form 8, *sup.*), which the purchaser may be unable to take up.

For form of order where the parties had before trial settled and approved a conveyance, see *Baker v. Williams*, Romer, J., 4 July, 1892, A. 1050.

11. *Purchaser's Action—Specific Performance at the Hearing.*

DECLARE &c. [Forms 1—4, p. 1832]; Direction to compute interest.—Account of rents and profits against Deft.—Direction to tax Plt's costs.—And Let what shall be coming on the said account of rents and profits, and the said costs when taxed, be deducted from the amount of the residue of the said purchase-money and interest when so computed as aforesaid; And Let upon the Plt paying to the Deft the balance which shall be certified to be due to him in respect of such purchase-money and interest after such deduction as aforesaid, the Deft execute a proper conveyance of the hereditaments comprised in the said agree-

ment to the Plt, or to whom he shall appoint, such conveyance to be settled &c., and deliver to the Plt upon oath all deeds &c. [Form 1].—Liberty to apply.

12. *The like, without Computation of Interest—Defts appointed to convey.*

DECLARE &c. [Forms 1—4, p. 1832]; “And Let upon the Plt paying to the Defts the balance of the purchase-money for the estate comprised in the said agreement, with interest on such balance at the rate of £5 p. c. per ann., from the — of — to the day of completion, the Defts execute a proper conveyance of the said estate to the Plt, or to whom he shall appoint, such conveyance to be settled &c.; And this Court doth appoint the Defts S. and J. to convey the lands whereof J. S., party to the said indenture of the — day of — and since deceased, was seised upon trust as in the pleadings mentioned for the estate therein which would now be vested in the said J. S. if now living, it being unknown who is the heir-at-law of the said J. S.; And Let the said Defts convey the same accordingly.”—Defts to pay Plt’s costs of action.—*Kitchin v. Palmer*, V.-C. H., 8 March, 1877, A. 1016; 46 L. J. Ch. 611.

For directions for vesting lands under the Trustee Act, 1850, in cases of specific performance, see Vol. II., pp. 1058—1061, Forms 5, 6, 7, 9.

13. *Occupation Rent—Vendor’s Action.*

AND if it shall appear that the Plt, or any person for him, has occupied the estate, Let an annual value by way of rent be set thereon; And Let the Plt be charged therewith in the account of rents and profits.

14. *Directions as to Deeds under Special Stipulations—Purchaser’s Action.*

DECREE for specific performance, and directions for conveyance [Form 11]; “And Let the Deft deliver up to the Plt all such deeds and writings in his custody or power relating to the said hereditaments as according to the conditions of sale the purchaser is entitled to, or otherwise deal with them according to the — of the said conditions.”—Liberty to apply.—*Salé v. Lambert*, M. R., 2 March, 1874, B. 691; 18 Eq. 1.

15. *Vendor’s Action—Counter-claim by Deft—Farm having been allowed to go out of Cultivation.*

THIS action and counter-claim coming on &c., Declare agreement, dated &c., ought to be specifically performed &c. Title accepted. Usual consequential directions in vendor’s action; And upon the Deft’s counter-claim, declare that the Plt, as vendor of &c., was bound as

from the — day &c. to keep the same in a good state of cultivation as a farm, to be occupied by the Deft, and is liable to the Deft for any diminution in the value thereof, occasioned by his negligence in the care or cultivation thereof since such date, and that the Plt is entitled to be recouped by the Deft all moneys since the — day &c. properly expended by him in keeping the said farm in such good state of cultivation as aforesaid. Account to be taken on footing of above declaration of what is due from Plt or Deft, and in taking such account Deft to be credited with any profits arising from the said farm since the — day &c.—Liberty to either party to apply for payment of balance on such account, and amount of valuation of all acts of husbandry, seeds, manure &c. at market price.—Costs of claim and counter-claim to be taxed and set off.—*Higgins v. Maber, Kekewich, J.*, 8 Aug. 1887, A. 2430.

An appeal from this order was dismissed: *S. C.*, C. A. 1888, A. 147.

16. *Sale of Stone Quarry—Stone gotten between Agreement and Completion.*

THE application of the Defts, which upon hearing &c. was adjourned &c.; And upon hearing counsel for the Defts and for the Plt, Declare the Defts entitled to the rents and royalties in respect of stone gotten from or under the lands comprised in the said agreement since the date thereof, namely, the—day of &c.—*Leppington v. Freeman, Kekewich, J.*, 28 July, 1891, B. 1169; W. N. (91) 159; 40 W. R. 348; 66 L. T. N.S. 357; aff. C. A., W. N. (91) 198.

17. *Deterioration and Dilapidation—Rents—Wilful Default—Special Directions, Inquiries, and Reservation of Costs—Vendor's Action.*

DECREE for specific performance, title being accepted at the hearing [Form 2]; Directions for preparation of conveyance and payment of purchase-money upon execution;—"And Let upon such payment being made the Deft be let into possession of the premises and receipt of the rents and profits thereof, as from the day when the said sum of £— (*purchase-money*) shall be paid; And declare that the Plts are entitled to interest at the rate of £— p. c. per ann. on the said sum of £— from the — day of — until payment of the said purchase-money; And Let the following &c.; 1. An inquiry who has been in the occupation of the said premises since the said — day of —; 2. An account of the rents and profits of the said premises received by the Plts, or which, but for their wilful neglect or default, might have been so received from the said — day of — to the delivery of possession to the purchaser; 3. An inquiry what deterioration, if any, has taken place in the premises since the said — day of —, and what sum will be required to restore the property to the state in which the same was on the said — day of —; And declare that the Deft is entitled to set off against the amount of the said interest the amount which

may be due on taking the account numbered 2, and making the said inquiry numbered 3; And Let the Deft pay to the Plts their costs of this action, other than such as relate to the deterioration and dilapidation of the said property.—Adjourn further consideration, particularly as to the deterioration and dilapidation of the said property, including the inquiry numbered 3, and as to the costs which relate to deterioration and dilapidation.”—*Liberty to apply.*—*Phillips v. Silvester*, M. R., 10 Feb. 1872, B. 545; *affd.* L. C., 22 Nov. 1872, B. 2985; 8 Ch. 173.

For declaration that, as between two Defts, the costs should be borne by one of them, with liberty to the other to apply in Chambers for repayment of such costs as he should be called upon to pay, see *Wilson v. Thomson*, V.-C. H., 2 June, 1875, B. 999; 23 W. R. 744.

And for order where the vendor had died intestate, directing the costs of the infant heir-at-law to be retained out of the purchase-money, see *Scott v. S.*, V.-C. K., 7 June, 1863, B. 1197; 11 W. R. 766; *S. C.*, 13 W. R. 803, n.

18. *Leaseholds—Covenants in Assignment—Vendor's Action.*

“DECLARE that the Defts the co. are bound to accept an assignment from the Plt of the leasehold premises in the pleadings mentioned, such assignment to be settled &c., with all proper covenants by both parties.”—Defts to pay Plt's costs of action.—*Harding v. Metn. Ry. Co.*, L. C., 15 Jan. 1872, A. 147; 7 Ch. 154.

19. *Leaseholds—Indemnity against Rents—Vendor's Action.*

LET a proper indemnity, to be executed by the Plt to the Deft, against all the rents to which the Deft may become liable in respect of the premises, except the ground-rents &c., subject to which she purchased the premises, regard being had to the covenants with B. and C. contained in their respective leases, be settled by the Judge &c.; And Let the Plt execute such indemnity to the Deft.—Adjourn &c.—*Spurrier v. Fitzgerald*, M. R., 11 May, 1802, B. 541.

For decree in suit for specific performance of an agreement to purchase leaseholds, with a declaration that the Plts must clear off the rent up to the, &c., see *Lawes v. Gibson*, 1 Eq. 139.

For decree in like suit directing the Plt and Defts to concur in doing all necessary acts for the apportionment of rents reserved in the leases of the premises comprised in the agreement, and upon such apportionment, and upon an assignment being executed, the purchase-money to be paid, see *Williams v. East London Ry. Co.*, M. R., 16 Nov. 1869, B. 2872; 18 W. R. 160.

20. *Building Lease—Mortgage to Lessor.*

UPON motion for judgment &c. by counsel for the Plt, Direct specific performance of agreement dated &c. so far as the same remains to be performed; And it appearing by the statement of claim that the said agreement was deposited with the Plt as security for advances made by him pursuant to such agreement, Declare Plt is entitled in equity to be considered as a mortgagee of such agreement; Let an account be taken of what is due from the Deft in respect

of the sums so advanced to him, with interest thereon at the rate of £5 p. c. per ann. on such sums from the date when they were advanced; And Let the Plt recover against the Deft the amount so to be certified.—Usual consequential directions in a foreclosure action, where payment of the debt is directed, as in *Farrer v. Lacey-Hartland, sup.*, Vol. II., Form 2, p. 1575.—*Oppenheimer v. Hall*, Chitty, J., 25 Jan. 1890, B. 131.

21. *Order after Reference and Certificate of Good Title—
Vendor's Action.*

1. COMPUTE interest at the rate of £— p. c. per ann. from the — day of — on the sum of £—, (the balance of) the purchase-money for the estate comprised in the agreement dated &c.; 2. And Let an account be taken of the rents and profits of the said estate received by the Plt or any other person &c. from the — day of —; And Let what shall appear to be due on the said account of rents and profits be deducted from the said sum of £—, and what shall appear to be due to the Plt for interest thereon as aforesaid; And Let the balance be certified; Tax the Plt's costs of this action, And Let upon the Plt executing to the Deft, at the Deft's expense, a proper conveyance of the estate comprised in the said agreement, such conveyance to be settled by the Judge in case the parties differ, the Deft pay to the Plt what shall be certified to remain due on the balance of the said account in respect of the said purchase-money and interest, together with his said costs when so taxed.—See *Saul v. Bolton*, V.-C. S., 2 Feb. 1853, B. 494; *S. C.*, Form 4, p. 1850. For directions for delivery of title-deeds, if required, see Form 11, p. 1477.

22. *Like Order after Certificate against Title—Lien for Deposit—
Dismissal—Vendor's Action.*

TAX the Deft's costs of action; Let such costs when taxed be paid by the Plt to the Deft; And Let the Plt, within — days after service of this order [or on or before the — day of —], pay to the Deft the deposit of £— paid by the Deft into the hands of the Plt's solr as a deposit and in part payment of the purchase-money of £— for the hereditaments comprised in the agreement of the — day of — in the pleadings mentioned, together with interest thereon at the rate of £— p. c. per ann., from the — day of — until payment. And Declare that the Deft is entitled to a lien on such estate or interest as the Plt has in the said hereditaments for the amount of the said costs and the said sum of — (*deposit*), and interest thereon as aforesaid.—Liberty to the Deft to apply in Chambers to give effect to the said declaration; And (thereupon) dismiss the Plt's action out of this Court.—*Turner v. Marriott*, V.-C. M., 9 Feb. 1867, B. 238; 3 Eq. 744.

For decree in suit by the devisee of a base fee against tenant in tail, grantor of the base fee, to enforce a covenant for value to bar the entail, directing delivery of possession and of deeds, &c., and the Deft to join with the Plt in

barring the estate tail, &c., in favour of the Plt in fee simple, and in doing all such acts and executing such deed or deeds as should be necessary for that purpose, see *Jolliffe v. J.*, L. C., 19 March, 1795, A. 393; Seton, 3rd ed. p. 611.

For decree in vendor's suit against a railway co., the Defts having undertaken to remove a road, bridge and adjoining works, directing them to do so, and to erect a new bridge in accordance with the agreements, and to pay the purchase-money admitted to be due with interest, and thereupon the Plt to convey, Defts to pay the costs of the suit and of the appeal, see *Raphael v. Thames Valley Ry. Co.*, L. C., 11 Jan. 1867, B. 107; 2 Ch. 147.

For order on motion that, upon the Plt giving to the Deft twenty-four hours' notice, L. and his clerks should be at liberty to enter on the premises called the Y. S. Tavern for two working days, between the hours of ten and six, for the purpose of inspecting and making an inventory of the furniture, fixtures, and other effects to be valued by him pursuant to the agreement in the pleadings mentioned, for the sale of the tavern as a going concern, see *Smith v. Peters*, M. R., 24 June, 1875, B. 1139; 20 Eq. 511.

NOTES.

INTEREST.

Where there is no stipulation as to interest, the general rule of the Court is that the purchaser, when he completes his contract after the time stipulated, shall be considered in possession as from that time, and shall pay interest at £4 p. c., taking the rents and profits: *Fedaile v. Stephenson*, 1 S. & S. 123; *Paton v. Rogers*, 6 Madd. 257; or where there are no rents and profits to be received: *Catling v. Great Northern Ry. Co.*, 21 L. T. N.S. 17; unless the vendor has improperly delayed execution so that he would be profiting by his own wrong: *Paton v. Rogers*, 6 Madd. 257.

A purchaser taking possession must pay interest on the unpaid purchase-money: *Fludyer v. Cocker*, 12 Ves. 25; even though the purchase-money was payable on title being made, which could not be done for several years: *A. G. v. Christ Church*, 13 Sim. 214; and though no profit is made out of the land: *Ballard v. Shutt*, 15 Ch. D. 122.

And so where a railway co. takes possession before the price is ascertained, interest runs from the time of taking possession: *Firth v. Midland Ry. Co.*, 20 Eq. 100; *Rhys v. Dare Valley Ry. Co.*, 19 Eq. 93; *Re Shaw and Corporation of Birmingham*, 27 Ch. D. 614; or from the time when they might prudently have taken possession, i.e., when a good title was shown: *Re Pigott and G. W. Ry. Co.*, 18 Ch. D. 146 (disapproving *Re Eccleshill Local Board*, 13 Ch. D. 365).

So also in the case of a landlord purchasing outgoing tenant's machinery at a valuation: *Marsh v. Jones*, 40 Ch. Div. 563.

And generally from the time the purchaser, in accordance with the agreement, takes or is to take possession, he is deemed the owner, and is entitled to the rents; and from the same period the seller is deemed owner of the purchase-money, and the interest belongs to him as part of his property: *Birch v. Joy*, 3 H. L. C. 565, 591; and see *Phillips v. Silvester*, 8 Ch. 173, 176; *Dart, V. & P.* 627 *et seq.*; 6th ed. 709 *et seq.*

In the absence of any stipulation making it payable in any event, interest will cease to run where the delay is not caused by the fault of the purchaser, and he has given notice to the vendor that the purchase-money has been appropriated and is lying idle: *Kershaw v. K.*, 9 Eq. 56; *Dyson v. Hornby*, 4 D. & S. 81; *Powell v. Martyr*, 8 Ves. 146; *Sugd. V. & P.* 628; *Dart, V. & P.* 6th ed. 718; *Re Monckton and Gilzean*, 27 Ch. D. 555; *Re Gold and Norton*, 52 L. T. N.S. 32; 33 W. R. 333; but see *Re Riley and Streetfield*, 34 Ch. D. 386.

And the money being deposited in a bank the vendor was entitled only to the interest allowed on the deposit: *Re Monckton and Gilzean*, *sup.*; *Re Gold and Norton*, *sup.*

But where interest ceased upon such a notice, this was held not to affect the liability of the vendors to account for rents and profits: *Regent's Canal Co. v. Ware*, 23 Beav. 575, 587.

Where it is stipulated that "if from any cause whatever" the purchase shall not be completed by a day named, the purchaser shall pay interest, the mere existence of difficulties as to the title, or neglect to furnish the abstract by the day named for that purpose, is insufficient (notwithstanding the decision of Lord Cottenham in *De Visme v. De V.*, 1 Mac. & G. 336) to exempt him from the obligation: *Sherwin v. Shakspear*, 5 D. M. & G. 517; unless there be some fraud, wilful delay, or serious misconduct on the part of the vendor: *Williams v. Glenton*, 1 Ch. 200; *Rowley v. Adams*, 12 Beav. 476; *Vickers v. Hand*, 26 Beav. 530; *Bannerman v. Clarke*, 3 Drew. 632; *Lord Palmerston v. Turner*, 33 Beav. 524; *Re Gold and Norton*, 52 L. T. N.S. 32; and for cases in which such a condition was held not binding, see *Wallis v. Sarel*, 5 D. & S. 429; *Cowper v. Bakewell*, 13 Beav. 421.

And as to the effect of a condition that the purchaser shall pay interest in case of delay from any cause except "wilful default" of the vendor, see *Re Riley and Streetfield*, 34 Ch. D. 386. Where the vendor went abroad two days before the time known to have been fixed for completion, he was held under the circumstances to have been guilty of wilful default, entitling the purchasers to recover out of interest paid a sum proportionate to the delay: *Re Young and Harston*, 31 Ch. Div. 168.

Where the agreement provided for interest increasing in proportion to the time during which the purchase-money should remain unpaid, it was held enforceable, and not a penal stipulation to be relieved against: *Herbert v. Salisbury and Yeovil Ry. Co.*, 2 Eq. 221.

The right to principal or interest does not accrue within the meaning of the Statutes of Limitation until the title is made, though interest may run previously: *Toft v. Stevenson*, 5 D. M. & G. 735.

The purchaser may deduct income tax on payment of interest to the vendor: *Bebb v. Bunney*, 1 K. & J. 216; *Goslings v. Blake*, 23 Q. B. Div. 324, 328, 331; *secus*, according to former practice, on payment into Court: *Duval v. Mount*, 35 L. O. 260, *et v. inf.*; *Dan. Ch. Pr.* 1091; and see *Crane v. Kilpin*, 6 Eq. 334.

Where payments on account of purchase-money have been made in excess of interest, rests will be directed, but not otherwise: *Griffith v. Heaton*, 1 S. & S. 271.

RENTS—OUTGOINGS—OCCUPATION RENT—WILFUL DEFAULT.

After the time for completion, the vendor is accountable for rents and profits, but usually only for those actually received: *Form 1*, p. 1859; *Howell v. H.*, 2 My. & Cr. 486; unless he allows the rents to fall into arrear, when he will be held accountable for the arrears: *Acland v. Gaisford*, 2 Madd. 28; *Wilson v. Clapham*, 1 J. & W. 36.

A vendor will not be made liable for wilful default unless a special case is made for the purpose at the hearing: *Sherwin v. Shakspear*, 5 D. M. & G. 517, 532; *Phillips v. Silvester*, 8 Ch. 173, *Form 17*, *sup.* p. 1866.

Where a vendor resisted specific performance, having received a large portion of the purchase-money, and continued in possession for a number of years, he was charged with interest on the rents and profits received: *Burton v. Todd*, 1 Sw. 255.

Occupation rent is payable in respect of occupation by the vendor continued after the time for completion: *Leggott v. Metn. Ry. Co.*, 5 Ch. 716; and in the case of leaseholds: *Dyer v. Hargrave*, 10 Ves. 505; but not in cases where the purchaser ought to have taken possession: *Dakin v. Cope*, 2 Russ. 170; nor where the purchaser making default in payment the vendor continues to carry on his business on the premises: *Leggott v. Metn. Ry. Co.*, 5 Ch. 716.

Income tax may be deducted from occupation rent as a just allowance, not to be specified: *Sherwin v. Shakspear*, 5 D. M. & G. 517, 532; and as to occupation rent generally, see *Markey v. Cooke*, 1 R. 10 C. L. 149.

In general, the vendor pays all outgoing down to the time when the purchaser could prudently take possession, i.e., until a good title is first shown: *Carrodus v. Sharp*, 20 Beav. 56; and "outgoings" stipulated to be paid by a vendor up to a day named included apportioned rent of leaseholds to that time: *Laves v. Gibson*, 1 Eq. 135; and charges made upon the owner for street improvements under a local improvement Act: *Midgley v. Coppock*, 4 Ex. D. 309.

As to when apportioned expenses of street improvements become a charge on the premises as between vendor and purchaser, see *Re Bettesworth and Richer*, 37 Ch. D. 535 (under Public Health Act, 1873, s. 150); *Egg v. Blaney*, 21 Q. B. D. 107 (under Metropolis Management Act, 1862, s. 77); *West v. Downman*, 14 Ch. Div. 111 (under Local Government Act, 1858, s. 62).

Upon the sale of a manor, fines received up to the time fixed for completion pass as rents and profits to the vendor: *Cuddon v. Tite*, 1 Giff. 395; and so as to royalties on sale of a stone quarry: *Leppington v. Freeman*, 66 L. T. N.S. 357; 40 W. R. 348.

Upon the sale of copyholds, a fine payable on the admittance of the heir, after the death of the vendor (a trustee for sale), before completion, was borne by the trust estate: *Paramore v. Greenslade*, 1 S. & G. 541.

DETERIORATION.

Where a vendor insists on retaining possession after the time fixed for completion, he will be entitled to all proper expenditure for maintaining the property in proper condition, and if he fails to do so, is liable for deterioration and dilapidation: *Phillips v. Silvester*, 8 Ch. 173, Form 17, p. 1866; *Foster v. Deacon*, 3 Madd. 394; *Dart, V. & P.* 246; 6th ed. 284, 733; *Sugd. V. & P.* 644; and so where he sells with vacant possession, which on the day for completion he fails to give: *Royal Bristol Building Soc. v. Bomash*, 35 Ch. D. 390; and if the vendor remains in possession until completion, he is liable to the purchaser as for a breach of trust in respect of removal of the soil by a trespasser: *Clarke v. Ramuz*, (1891) 2 Q. B. 456; and for the manner of assessing the amount of deterioration where the vendor has continued to work a coal mine for his own benefit, see *Brown v. Dibbs*, 25 W. R. 776; *Jegon v. Vivian*, 6 Ch. 742; *Llynvi Coal Co. v. Brogden*, 11 Eq. 188; *Livingstone v. Rawyards Coal Co.*, 5 App. Cas. 25; and see Vol. I. pp. 499, 504.

If the existing tenancies will expire before the completion of the purchase, it is the proper course for the vendor to give notice to the purchaser and consult his wishes: *Earl of Egmont v. Smith*, 6 Ch. D. 469.

A purchaser is not entitled to an allowance for deterioration after the time when he might have taken possession: *Burke v. Lord Rokeby*, 2 Sw. 222; *Minchin v. Nance*, 4 Beav. 332; nor when he has caused it himself: *Harford v. Purrier*, 1 Madd. 532.

Where between the date of the agreement and the conveyance the property is destroyed by fire, the loss falls on the purchaser: *Paine v. Meller*, 6 Ves. 349; and, in the absence of any provision in the agreement, he is not entitled to the benefit of an existing insurance: *Rayner v. Preston*, 18 Ch. Div. 1; *Poole v. Adams*, 12 W. R. 683; and see *Reynard v. Arnold*, 10 Ch. 386; and the vendor, having been paid his purchase-money, must refund to the insurers any money received by him from them in respect of the loss: *Castellain v. Preston*, 11 Q. B. Div. 380.

A purchaser may compel discovery from a vendor of the persons to whom property capable of deterioration has been let, and the nature and extent of their interest: *Dixon v. Fraser*, 2 Eq. 497.

Where a purchaser had paid his purchase-money into Court, he was allowed an ascertained sum for deterioration, with interest at £4 p. c., out of the money in Court, on the ground that, to the extent of the ascertained amount, he had paid in his own money: *Ferguson v. Tadman*, 1 Sim. 530.

Where a purchaser in possession causes deterioration by improper acts of ownership, he will be ordered to pay the purchase-money into Court without any option of giving up possession: *Dixon v. Astley*, 1 Mer. 133; 19 Ves. 164; *Lewis v. James*, 32 Ch. Div. 326; though the deterioration which has taken place is not due to his personal fault: *Pope v. Great Eastern Ry. Co.*, 3 Eq. 171; *Dart, V. & P.* 1090; 6th ed. 1218.

In the absence of deterioration, a purchaser in possession will be allowed the option of paying the purchase-money into Court or giving up possession: *Clarke v. Wilson*, 15 Ves. 317; *Lewis v. James*, 32 Ch. Div. 326; *Greenwood v. Turner*, (1891) 2 Ch. 144; and generally a purchaser cannot retain both possession and the purchase-money: *Wickham v. Evered*, 4 Madd. 53; *Younge v. Duncombe*, Yo. 275; *Tindal v. Cobham*, 2 My. & K. 385; unless he is in possession under the agreement: *Pryse v. Cambrian Ry. Co.*, 2 Ch. 444; *Dixon v. Astley*, 1 Mer. 133; *Cooper v. L. C. & D. Ry. Co.*, 14 W. R. 985; or has

entered under circumstances amounting to a purchase of the right of possession: *Capps v. Norwich and Spalding Ry. Co.*, 2 N. R. 51.

PAYMENT OF PURCHASE-MONEY.

The purchaser might insist on the vendor himself receiving the purchase-money, or there being written authority to his solr to receive it; and under special circumstances insist upon the execution of the conveyance and receipt of the purchase-money by the vendor in the presence of himself and his agent: *Viney v. Chaplin*, 2 D. & J. 468; 4 Drew. 237; but the mere fact that the vendor had been a lunatic was not enough to support such a right: *Essex v. Daniel*, L. R. 10 C. P. 538.

By the Conveyancing Act, 1881, s. 56, where a deed executed by the person entitled to give a receipt, and having a receipt in the body thereof or endorsed thereon, is produced by a solr, the deed is to be sufficient authority for payment by the person liable to the solr; but notwithstanding this section a purchaser from trustees could insist upon paying the money to the trustees personally or to their joint account at a bank: *Re Bellamy and Met. Board of Works*, 24 Ch. Div. 387; and see *Day v. Woolwich Bldg. Soc.*, 40 Ch. D. 491, 494; but now, by the Trustees Act, 1888, s. 2 (1), a trustee can appoint a solr to be his agent to receive purchase-money, by permitting the solr to have the custody of and produce a deed containing such receipt as is referred to in sect. 56 of the Act of 1881; but the trustees cannot appoint one of themselves to be agent: *Re Flower and Met. Board of Works*, 27 Ch. 592; *Lewin*, 497. As to sale by different sets of trustees entitled to mortgage money in unequal shares, see *Re Parker and Beach*, 56 L. J. Ch. 358.

A solr producing a deed containing a receipt (44 & 45 V. c. 41, s. 56) must, in order to discharge a person paying him, be acting for the person sought to be charged; and having the deed in his office is not equivalent to production of it: *Day v. Woolwich Equitable Bldg. Soc.*, 40 Ch. D. 491.

CONVEYANCE.

The payment of the purchase-money and execution of the conveyance are simultaneous acts, and should be done interchangeably: *Marg. Anspach v. Noel*, 1 Madd. 316; and see *Dorling v. Evans*, Form 1, *inf.* p. 1899; *Urmston v. Singleton*, *Ib.*

A vendor cannot object, on receiving the whole purchase-money and the additional costs, to convey the sold property in parcels at the same time; whether he can object to convey the parcels at different times, *quære*: *Earl of Egmont v. Smith*, 6 Ch. D. 469.

On a sale by a mortgagor free from incumbrances, the purchaser is entitled to a separate conveyance of the equity of redemption to keep the mortgage on foot: *Cooper v. Cartwright*, Joh. 679.

A vendor is not prevented by the mere fact of notice of a sub-purchase from conveying as the original purchaser appoints: *Crabtree v. Poole*, 12 Eq. 13; and as to the rights of a sub-purchaser or a stranger to the agreement, see *Fenwick v. Bulman*, 9 Eq. 165; *per Lord Cairns in Aberaman Ironworks v. Wickens*, 4 Ch. 101, 111; *Tasker v. Small*, 3 My. & Cr. 63.

The conveyance should be dated from the time when the title is first shown: *Townsend v. Champenowne*, 3 Y. & C. 505.

Parties.—The direction to convey includes the vendor and all other necessary parties; so that it is immaterial whether they are expressly mentioned or not: *Minton v. Kirwood*, 3 Ch. 614.

As to the concurrence of the vendor's heir-at-law where the legal estate was already vested in the purchaser, see *Hoddel v. Pugh*, 33 Beav. 489; or where the heir has no legal or beneficial interest, see *Duly v. Nalder*, 14 W. R. 45; or no beneficial interest, see *Minton v. Kirwood*, 6 Ch. 614.

As to the concurrence of rival claimants of the reversion on a sale of leaseholds, see *Pegler v. White*, 33 Beav. 403; and as to directing the Defts to take proceedings to obtain or compel the consent of the lessor to a necessary apportionment of rent on a sale under the Lands Clauses Consolidation Act,

see *Williams v. East London Ry. Co.*, 18 W. R. 159; and as to such consent, *Slipper v. Tottenham, &c. Ry. Co.*, 4 Eq. 112.

As to the concurrence of equitable incumbrancers holding their security as joint tenants, see *Matson v. Dennis*, 4 D. J. & S. 345.

Where the agreement provides for the concurrence of certain parties, the vendor cannot decline to procure it on the ground that they are not necessary or proper parties: *Benson v. Lamb*, 9 Beav. 502.

Vendors who contract to sell as trustees cannot compel the purchaser to accept a conveyance from, and enter into a new contract with, the tenant for life under the Settled Land Acts: *Re Bryant and Barningham*, 44 Ch. Div. 218.

But first mortgagees, selling as such under their power of sale, were held entitled to cure a defect from insufficient notice to sell by procuring the concurrence of the second mortgagees and mortgagor's trustee in bankruptcy: *Re Thompson and Holt*, 44 Ch. D. 492.

Covenants, and Form.—Where trustees are empowered to sell by the direction of the tenant for life, he must covenant for title: *Earl Poulett v. Hood*, 5 Eq. 115; *Re Sawyer and Baring*, 52 L. J. Ch. 404; 33 W. R. 26; 51 L. T. N.S. 356; but in a sale by the Court, where the trustees have power to give a discharge, the beneficiaries need not covenant for title: *Cottrell v. C.*, 2 Eq. 330; and as to trustees' covenants, see *Worley v. Frampton*, 5 Ha. 560.

Where the conditions provide that the purchaser shall enter into a covenant for securing rights reserved to the vendor, he is entitled to an absolute covenant, and not subject to a proviso freeing the purchaser from liability in the event of an assignee from him entering into a similar covenant: *Pollock v. Rabbits*, 21 Ch. Div. 467.

And a purchaser of one of two lots may be bound to enter into a restrictive covenant with the vendor, though the other lot is unsold, so that he cannot get the benefit of a co-purchaser's covenant: *Re Mordy and Cowman*, 51 L. T. N.S. 721.

Where land is sold for an annuity to be charged on the land, the vendor is entitled to the purchaser's covenant to pay: *Bower v. Cooper*, 2 Ha. 408; and where there is a stipulation to convey the land subject to all rents, incidents of tenure, and easements, if any, the purchaser cannot resist the insertion of the words in the conveyance: *Gale v. Squier*, 5 Ch. Div. 625; 4 Ch. D. 226.

As to the effect of general words in the conveyance, see *Thompson v. Waterlow*, 6 Eq. 36; and as to the meaning of the words "growing crops," see *Webster v. Donaldson*, 13 W. R. 515.

The purchaser of a leasehold interest is bound to indemnify the vendor against the rents reserved by the lease and the covenants contained in it; and this applies to sales under the Lands Clauses Consolidation Act: *Harding v. Metn. Ry. Co.*, 7 Ch. 154; Form 18, *sup.* p. 1867.

A covenant to this effect will be held to be implied if not inserted in the assignment: *Moule v. Garrett*, L. R. 7 Ex. 101.

A covenant in an assignment of a lease to pay rents and observe covenants was held not to extend to rents already due and paid: *Re Russell, R. v. Shoolbred*, 29 Ch. Div. 254.

Where the direction to settle the conveyance was omitted in the decree, it was supplied on petition: *Trevelyan v. Charter*, 9 Beav. 140; and such an order would now be obtained on motion.

As to the conversion of a long term of years into a fee simple, see Conveyancing Acts, 1881, s. 65; 1882, s. 11; *Re Chapman and Hobbs*, 29 Ch. D. 1007.

DELIVERY OF DEEDS.

The purchaser has a right (in the absence of express stipulation) to call upon the vendor to deliver up all deeds and documents of title in his possession: *M'Namara v. Williams*, 6 Ves. 144; and the Court will enforce special conditions of sale relating to custody and delivery of them: *Salé v. Lambert*, 18 Eq. 1; Form 14, *sup.* p. 1865.

In a vendor's action, the Plt having executed an assignment and tendered deeds, and the Defd having refused to receive them or pay the amount

certified pursuant to order, the Court directed that the Plt should deposit the assignment and deeds in Court, and that thereupon a four-day order should be drawn up against the Deft for payment of the amount certified and the costs of the motion: *Bell v. Denver*, 54 L. T. N.S. 729.

Costs of production of deeds in possession of a mortgagee under a mortgage created by a vendor who contracts to sell free from incumbrances are (*semble*) payable by the purchaser under the Conveyancing Act, 1881, s. 3 (6): *Re Willett and Argenti*, 60 L. T. N.S. 735; W. N. (89) 66.

Where the documents could not be delivered up, the purchaser had a right to a covenant for the production of all documents mentioned in the abstract necessary to make a good title, except copies of court roll or enrolled indentures of bargain and sale which were not in his possession: *Cooper v. Emery*, 1 Ph. 388; and see *Dart, V. & P.* 142; 6th ed. 160; *Sugd. V. & P.* 448. And under the Conveyancing Act, 1881, s. 9, an acknowledgment, as therein defined, of the right to production is to satisfy any liability to give a covenant for production and delivery of copies of or extracts from documents, and an undertaking for safe custody of documents is to satisfy any liability to give a covenant for the same purpose.

The question of what deeds are material will be decided according to the particular circumstances of each case: *Offen v. Harman*, 8 W. R. 129.

By the Vendor and Purchaser Act, 1874 (37 & 38 V. c. 78), s. 2, the inability of the vendor to furnish the purchaser with a legal covenant to produce and furnish copies of documents of title is not an objection to the title, in case the purchaser will have, on completion, an equitable right to the production of them.

By the Conveyancing Act, 1881, s. 3 (2), where land of copyhold or customary tenure has been enfranchised, the purchaser of the freehold is not to have the right to call for the title to make the enfranchisement.

As to the right of copyholders on enfranchisement to acknowledgment by the lord of their right to production of the documents of title of the manor, see *Re Agg-Gardner*, 25 Ch. D. 600.

As to what is sufficient evidence of the execution and contents of lost deeds as against an unwilling purchaser, see *Moulton v. Edmonds*, 1 D. F. & J. 246; *Sugd. V. & P.* 421, 436.

The purchaser cannot require a re-conveyance to be stamped if the re-conveying parties concurred in the conveyance to him: *Re Birkbeck Land Soc.*, 24 Ch. D. 119; *secus*, a mortgage, though the mortgagee concurs: *Re Whiting to Loomes*, 17 Ch. Div. 10.

DISMISSAL—DEPOSIT.

Where a vendor's action is dismissed after a certificate against the title, he will be ordered to return the deposit with interest at £4 p. c.: *Lord Anson v. Hodges*, 5 Sim. 227; *Graves v. Wright*, 2 Dr. & W. 79; and so notwithstanding a condition for repayment of the deposit without interest if there has been long delay: *M'Culloch v. Gregory*, 1 K. & J. 286.

And upon payment of any portion of the purchase-money, the purchaser acquires a corresponding interest in the estate: *Rose v. Watson*, 10 H. L. C. 672; so that where the agreement fails for want of title, or otherwise without his fault, the purchaser will be entitled to a lien upon the estate for his deposit and interest: *Wythes v. Lee*, 3 Drew. 396; and costs: *Turner v. Marriott*, 3 Eq. 744; Form 22, p. 1868; following *Middleton v. Magnay*, 2 H. & M. 233; and see *Aberaman Ironworks v. Wickens*, 4 Ch. 101.

Where the vendor failed to deliver an abstract within a reasonable time, he was ordered to repay the deposit with interest at £4 p. c., and, as damages, the purchaser's costs of investigating the title: *Compton v. Bagley*, (1892) 1 Ch. 313.

But where no binding agreement was established, it has been held that the right to recover the deposit is a right at law: *Sainsbury v. Jones*, 5 My. & Cr. 1; *Kendall v. Beckett*, 2 B. & M. 88; *Rede v. Oakes*, 2 D. J. & S. 518; and see *Nottingham Brick Co. v. Butler*, 16 Q. B. Div. 778.

In a vendor's action, Def't admitting unwillingness to complete, but not appearing at the trial, the Court declined to give immediate judgment for rescission of the contract and forfeiture of the deposit, but gave the usual judgment only: *Stone v. Smith*, 35 Ch. D. 188; Form 6, *sup.* p. 1862.

Where the purchaser stipulated for a good marketable title, but the property was subject to restrictive covenants which rendered the title unmarketable, he was entitled to the return of his deposit, though he knew of the existence of the restrictions: *Cato v. Thompson*, 9 Q. B. Div. 616.

After rescission, consequent upon the purchaser's default, he cannot, on subsequently discovering that the title was bad, recover his deposit: *Soper v. Arnold*, 37 Ch. Div. 96; 14 App. Cas. 429.

And a purchaser who has agreed to accept such title as the vendor has, cannot recover his deposit when he finds out that the title is possessory only: *Rosenberg v. Cook*, 8 Q. B. Div. 162; *Best v. Hamand*, 12 Ch. Div. 1.

And in all cases the equitable jurisdiction to order a return of the deposit is discretionary: *Southcomb v. Bp. of Exeter*, 6 Ha. 225.

Where a deposit was paid into Court, and the purchaser became bankrupt and his assignees disclaimed the agreement, the deposit was paid out to the vendor who had paid it in, and proceedings were stayed without prejudice to any proceedings in bankruptcy: *Kell v. Nokes*, 14 W. R. 908; and generally, as the deposit is paid by way of a guaranty that the contract shall be performed, where the purchaser fails to carry out the agreement, he has no right to a return of the deposit, whether there be an express stipulation for its forfeiture or not: *Exp. Barrell*, 10 Ch. 512; *Depree v. Bedborough*, 4 Giff. 479; or if the contract goes off by default on his part such as to justify the vendor in considering that he has repudiated the contract: *Howe v. Smith*, 27 Ch. Div. 89. And a proviso that on default by the purchaser the vendor may re-sell and recover any deficiency in price as liquidated damages does not prevent him from retaining the deposit: *S. C.*; and see *Essex v. Daniell*, L. R. 10 C. P. 538.

Where the deposit remains in the hands of the auctioneers, the practice is to apply to them to pay it into Court, and make them Defts if they refuse; but if it be a large sum they may properly be made Defts in the first instance: *Earl of Egmont v. Smith*, 6 Ch. D. 469.

Upon the question whether a sum to be paid by way of deposit under a general building contract was recoverable as liquidated damages or to be regarded as a penalty, see *Wallis v. Smith*, 21 Ch. Div. 243.

Where the certificate is against the title, the action will be dismissed on further consideration: *Turner v. Marriott*, 3 Eq. 744; *Johnson v. Smiley*, 22 L. J. Ch. 826; *Bryant v. Busk*, 4 Russ. 1.

Where the vendor, in a compulsory sale under the Lands Clauses Consolidation Act, proved to have only a partial interest, proceedings in a suit by him for specific performance were not stayed on the Def't's motion: *Gedye v. Commrs. of Works*, 16 W. R. 1106.

COSTS.

Where the question of title is not the chief matter in dispute between the parties, the costs will, as a rule, follow the result: *Croome v. Lediard*, 2 My. & K. 293; *Abbott v. Sworder*, 4 D. & S. 448, 459; *Upperton v. Nicholson*, 6 Ch. 436; *Nene Valley Commrs. v. Dunkley*, 4 Ch. Div. 1; and see *Monro v. Taylor*, 3 Mac. & G. 713; 8 Ha. 51; *Lyle v. Earl of Yarborough*, Joh. 70; *et sup.* p. 1859.

Where a purchaser's objections to the title have occasioned the litigation, and are overruled, he will be liable for the costs: *per James, L.J.*, in *Phillipson v. Gibbon*, 6 Ch. 434; *Forster v. Abraham*, 17 Eq. 351; *Peter v. Nichols*, 11 Eq. 391; *Long v. Collier*, 4 Russ. 269; *Scoones v. Morrell*, 1 Beav. 251; at least if the objections are futile: *Morris v. Debenham*, 2 Ch. D. 547; but not if they involve points of nicety or novelty: *Cruikshank v. Duffin*, 13 Eq. 555; *Mullings v. Trinder*, 10 Eq. 457; and the purchaser concurs in taking the opinion of the Court (though clearly against him) in the least expensive way: *Radford v. Willis*, 7 Ch. 7; and as to costs under the Vendor and Purchaser Act, 1874, *v. inf.* p. 1885.

And where the purchaser has by his conduct caused the litigation he will be liable for the costs, notwithstanding any decision in his favour on particular points in dispute: *Sherwin v. Shakspear*, 17 Beav. 267, 277; 5 D. M. & G. 517; *Peers v. Sneyd*, 17 Beav. 151.

Where in a vendor's action for rescission the purchaser was successful on a counterclaim for specific performance, he was allowed to retain his costs in

priority to a second mortgagee whose mortgage was effected after the contract of sale but before action; but the order was subject to the rights of a prior mortgagee: *Green v. Sevin*, 13 Ch. D. 589.

In a vendor's suit, the ordinary rule (subject to the foregoing exceptions) is that costs are given against the Plt up to the time when he has first shown a good title: *per James, L.J.*, in *Phillipson v. Gibbon*, 6 Ch. 434; and this rule will not be lightly departed from: *Wilkinson v. Hartley*, 15 Beav. 183; but will not be always followed where the objections might have been removed, if made before the commencement of the suit: *per Knight Bruce, L.J.*, in *Freer v. Hesse*, 4 D. M. & G. 505.

And where fatal objections which might have been known to both parties were taken late in the course of the suit, no costs were given, except such as had been unnecessarily caused by the vendor: *Phillipson v. Gibbon*, 6 Ch. 428; and so, where a fatal objection was taken very late, costs were refused to the purchaser: *Upperton v. Nickolson*, 6 Ch. 436; and see *Weston v. Savage*, 10 Ch. D. 736.

A purchaser's suit, after a certificate against the title, was dismissed without costs: *Maldon v. Tyson*, 9 Beav. 347; *secus*, where there had been long delay and little hope of completing the title: *Fraser v. Wood*, 8 Beav. 339; but see *Middleton v. Magnay*, 2 H. & M. 233.

Where the death of the vendor, intestate before completion, renders an action for specific performance necessary, the costs of the purchaser and of the legal pers. reprieve of the vendor must be borne by them respectively, but the costs of an infant heir-at-law have been held to be payable out of the purchase-money: *Barker v. Venables*, 13 W. R. 803; *Scott v. S.*, 11 W. R. 766; *S. C.*, 13 W. R. 803, n.; *Purser v. Darby*, 4 K. & J. 41; *Hodson v. Carter*, 1 N. R. 179; *Hanson v. Lake*, 2 Y. & C. C. 328 (the decision in *Midland, &c. Ry. Co. v. Westcomb*, 11 Sim. 57, not being followed); and see *Longinotto v. Moses*, 26 L. T. N.S. 828.

But where the vendor dies, leaving a will which makes the action necessary, the whole of the costs thus occasioned will fall on his estate: *Purser v. Darby*, 4 K. & J. 41; *Wortham v. Lord Dacre*, 2 K. & J. 437; *Sanderson v. Chadwick*, 2 N. R. 414; notwithstanding the decisions in *Bannerman v. Clarke*, 3 Drew. 632; *Hinder v. Streeten*, 10 Ha. 18; and *Hall v. Bushill*, 14 W. R. 496; except in the case of lands taken under the Lands Clauses Consolidation Act, where no costs were given: *L. & S. W. Ry. Co. v. Bridger*, 4 N. R. 261.

Where a Deft claimed under an alleged prior contract, a decree was made with costs in favour of the Plt, but it was ordered that, as between the Defts, the costs should be wholly borne by the party making the claim: *Wilson v. Thomson*, 23 W. R. 744.

Where, after a suit for specific performance, the Plt, being vendor, to protect his rights opposed various bills in Parliament, and then an arrangement was made to pay principal, interest, and costs, it was held that the parliamentary costs were included: *Cooper v. L. C. & D. Ry. Co.*, 17 L. T. N.S. 283.

Costs were ordered to be paid by the Plt where relief was obtained before the day on which the suit was commenced, though the Plt's pleading (bill) had been prepared: *Chester v. Metn. Ry. Co.*, 13 W. R. 333.

And as to costs generally, see *Morg. & Davey*, p. 177 *et seq.*; 6th ed. 1191 *et seq.*; *Dan. Ch. Pr.* 1261 *et seq.*; *Morg. & Wurtz.* 250 *et seq.*

(III.) COMPENSATION OR ABATEMENT.

1. *Inquiry as to Title, and if Title not shown to Part, Inquiry if such Part be material.*

LET the following &c.—1. An inquiry whether the Plt can make to the Deft a good title to the estate in question agreed to be purchased by him, or to any and what part thereof; 2. And in case it shall appear that the Plt can make a good title to part of the said estate, then an inquiry whether such part, if any, of the said estate as to

which the Plt cannot make a good title be material to the enjoyment of the remainder; and if not what deduction ought to be made from the purchase-money in respect thereof.—*Evance v. Hogg*, M. R., 25 Nov. 1805, A. 440.

2. Specific Performance, with Abatement for deficient Interest.

"DECLARE that the Plt is entitled &c. [Form 2, p. 1832], to the extent of all the interest of S. in the pleadings named in the property comprised in the said agreement, being the said S.'s estate therein for the life of W. in the pleadings named, and such estate by the curtesy as he may become entitled to therein, with a proportionate abatement of the purchase-money in respect of the interest of the wife of the said S. therein, and adjudge &c.; And Let an inquiry be made what is the amount to be paid by the Plt for the purchase-money of the said property comprised in the said agreement in respect of the interest of the said S. having regard to the declaration aforesaid."—Account of rents and profits against Deft, and directions for deduction of the amount and payment of the balance by the Plt, and for conveyance by the Deft free from incumbrances.—*Barnes v. Wood*, V.-C. J., 29 June, 1869, A. 2078; 8 Eq. 424.

3. The like—Title good, subject to Requisitions—Inquiry as to Expenditure by Vendor—Mortgage to be executed by Purchaser.

THIS action coming on for trial &c., Declare that the agreement dated &c. for the purchase by the Deft of &c. ought to be specifically performed and carried into execution, but the Plt is to give compensation in respect of the allowance or reduction in the pleadings mentioned of £— per ann. from &c. to &c. out of the rent of the parsonage farm, part of the said estate; And order and adjudge the same accordingly. Declare, that a good title has been shown to the said estate subject to the Plt fulfilling what he has engaged to do in his answers to the Deft's requisitions; Let Plt's costs of action be taxed &c.; Compute interest on purchase-money; Let the following account and inquiry be taken and made, that is to say:—(1.) An account of rents and profits of the said estate received by the Plt or by any other person &c. since &c.; (2.) An inquiry whether any and what expenses have been incurred on the works done by the Plt to the said estate under the order dated &c.; Let what shall appear to have been received by the Plt upon the said account of rents and profits be deducted from the said purchase-money, interest and costs as aforesaid, and what shall appear to have been expended by the Plt under the said inquiry be added to the said purchase-money, interest and costs, and the balance due to the Plt be certified; Let, upon the Plt executing a proper conveyance of the said estate to the Deft at the expense of the Deft according to the said agreement, or to whom he shall appoint, such conveyance to be settled &c. in case the parties differ, and the Deft executing a proper mortgage of the

said estate to secure £— with interest as aforesaid at the expense of the Deft, such mortgage to be settled &c., the Deft C. D. pay to the Plt A. B. the balance which shall be certified to remain due to him in respect of such purchase-money, interest and costs.—*Davenport v. Charley*, Kay, J., 6 Feb. 1886, A. 455; S. C., 54 L. T. N.S. 372.

4. *Specific Performance, with Abatement for deficient Parcels.*

DECLARE Plt entitled to specific performance &c., "and to an abatement from the residue of the purchase-money and interest, but to the amount only of what would be the value of the deficiency of the soil in the pleadings mentioned covered with wood, after deducting the value of the wood thereon, and adjudge the same accordingly; And Let such abatement be settled by the Judge."—Directions for computation of interest and conveyance, &c.—*Hill v. Buckley*, M. R., 24 Jan. 1811, A. 1333; 17 Ves. 394.

5. *Specific Performance of Agreement for a Lease, with Abatement.*

DECLARE that the Plts are entitled to a specific performance by the Deft of the agreement constituted by the memorandum and letter in the pleadings mentioned to the extent of the Deft's interest in the premises comprised in the said agreement, with an abatement of one moiety of the rent to be reserved in respect thereof, and order and adjudge same accordingly; And Let the Deft S. execute a lease of the said premises for the term in the said agreement mentioned to the Plts W. and J. B., according to the foregoing declaration, such lease to be settled by the Judge; And Let the Plts execute to the Deft a counterpart of the said lease.—Deft to pay Plts' costs of the action.—*Burrow v. Scammell*, V.-C. B., 3rd December, 1881, A. 2295; S. C., 19 Ch. D. 175.

6. *Specific Performance with Abatement, for defect of Title, and Misrepresentation as to Working Expenses of Colliery.*

LET the Defts specifically perform the agreement, dated the — day of — in the pleadings mentioned, but subject to the following inquiries as to whether or not any abatement should be allowed in the purchase-money in the said agreement mentioned; And Let the following &c.: 1. An inquiry whether a good title pursuant to the said agreement can be made to the A. Colliery in the pleadings mentioned, and if not whether any and what abatement ought to be allowed in the purchase-money in respect of any defect in such title; 2. An inquiry whether the amount in value of the stores used by the Plts and their partner the late T. P. for the thirteen lunar months of the year —, commencing and terminating as in the pleadings mentioned, at the several steam coal collieries sold by them to the Defts, in working and placing in wagons the coals raised at the same collieries during the same period

exceeded, to any and what amount, the value set forth in the cost book for that year; and if so what allowance ought to be made to the Defts by way of abatement from the purchase-money in respect of the increased cost of working and placing in wagons the coal worked in the said collieries; And Let such sum or sums, if any, as shall be allowed to the said Defts on the said inquiries be deducted from the purchase-money agreed to be paid by them for the purchase of the said collieries; And Let, 3, an account be taken of what, after such deductions, if any, is due to the Plts in respect of the balance of the said purchase-money, with interest at the rate of £5 p. c. per ann. from the respective times when the same became payable under the agreement dated &c., regard being had to the payments already made, His Lordship reserving until further consideration (the question) whether interest should be calculated at £10 p. c.—Adjourn &c.—*Powell v. Elliott*, L. C., 2 Aug. 1870, B. 2531; 10 Ch. 426.

For decree declaring the Plt entitled to specific performance so far as regarded the reversion and remainder in fee simple expectant on the death of C. in the premises, and to a conveyance of such reversion or remainder with compensation out of the personal estate of a testator in respect of C.'s life interest in the same premises, and to a lien on a sum of stock standing in the names of the Defts, the trustees, for the amount of such compensation; and directing an inquiry what was the amount of such compensation and payment thereof, with interest by the Defts, the exors; and that upon such payment being made the Defts should be at liberty to transfer the stock and pay the dividends thereon into Court, &c., see *Barker v. Cox*, V.-C. B., 24 Nov. 1876, B. 2111; 4 Ch. D. 464.

For inquiry as to damages, *v. sup.* p. 1833; and for order for payment of a sum by way of assessed damages, *v. inf.* p. 1886.

NOTES.

Compensation at instance of Purchaser.—Where a vendor proposes to convey an estate as owner of the fee simple, and it turns out that he is only entitled to a partial interest in it, the Court can, at the suit of the purchaser, insist on the vendor making good his agreement to the extent to which he is able to make it good, and he must submit to an abatement of the consideration accordingly: *Castle v. Wilkinson*, 5 Ch. 534; *Barker v. Cox*, 4 Ch. D. 464; *Barnes v. Wood*, 8 Eq. 424; *Nelthorpe v. Holgate*, 1 Coll. 203; *Mortlock v. Buller*, 10 Ves. 306, 316.

And so also if the vendor can only convey a part of the land comprised in the agreement: *Hill v. Buckley*, 17 Ves. 394, Form 4, *sup.* p. 1878.

And where a vendor was only entitled to an undivided moiety, the purchase-money was abated one-half: *Hooper v. Smart*, 18 Eq. 683; and similarly the rent in the case of a lease: *Burrow v. Scammell*, 19 Ch. D. 175; see Form 5, *sup.* p. 1878.

And generally where there is a difference capable of being ascertained between what is promised, and what can be performed, the Court may measure the difference, and decree specific performance with compensation: *Lord Brooke v. Rounthwaite*, 5 Ha. 298, 303, 304; *Powell v. Elliott*, 10 Ch. 424, Form 6, *sup.* p. 1878.

But compensation will not be allowed where the purchaser knows what he is really purchasing: *Castle v. Wilkinson*, 5 Ch. 534; *Re Edwards and Sykes*, 62 L. T. N.S. 445 (though the purchaser may elect to take a conveyance of what the vendor can convey at the original price: *Maw v. Topham*, 19 Beav. 576);

—nor where the amount of compensation cannot be duly ascertained: *Westmacott v. Robins*, 4 D. F. & J. 390;

—nor in lieu of an indemnity against an outstanding charge: *Bainbridge v. Kinnaird*, 32 Beav. 346;

—nor after rescission according to the terms of the agreement: *Mawson v. Fletcher*, 6 Ch. 91; when the purchaser has had due opportunity of electing to complete without it: *Duddell v. Simpson*, 2 Ch. 102; *Cordingley v. Cheesborough*, 4 D. F. & J. 379.

Compensation at instance of Vendor.—An agreement may be enforced at the instance of the vendor on payment of compensation for trifling defects, if the purchaser will obtain substantially what he bargained for, and the defects can be fairly valued: *Dyer v. Hargrave*, 10 Ves. 505; *e. g.*, compensation may be made for—

—small annual charges: *Halsey v. Grant*, 13 Ves. 73; *Horniblow v. Shirley*, *Ib.* 81;

—ambiguous covenants on sale of leaseholds: *Nouaille v. Flight*, 7 Beav. 521;

—tithes, where the desire to obtain the premises tithe-free was not the main inducement of the purchase: *Smith v. Tolcher*, 4 Russ. 302; *Binks v. Lord Rokeby*, 2 Sw. 222; *Howland v. Norris*, 1 Cox, 59;

—bad condition of house and farm: *Dyer v. Hargrave*, 10 Ves. 305;

—*semble*, mistake in the proportion of lands of different tenures: *Hudson v. Cook*, 13 Eq. 417;

—mistake of one quarter in measurement, where the error was not material: *King v. Wilson*, 6 Beav. 124;

—no title to six out of seventeen-thirtieths, where the purchasers knew that there was a doubt as to the title: *English v. Murray*, 49 L. T. N.S. 35; 32 W. R. 84;

—considerable deficiency of quantity, but not affecting the substance of the bargain: *Re Fawcett and Holmes*, 42 Ch. Div. 150;

—misstatement of quantity of land sold subject to re-admeasurement: *Flewitt v. Walker*, 33 W. R. 894;

—misdescription of a road as “made up and sewered,” contrary to the fact: *Re Chifferiel, C. v. Watson*, 40 Ch. D. 45;

—but not for a patent variation from the description: *Dyer v. Hargrave*, 10 Ves. 305; and see *Re Arnold, A. v. A.*, 14 Ch. Div. 270;

—nor for difference of tenure, as freehold for copyhold: *Ayles v. Cox*, 16 Beav. 23; or underlease for lease: *Madeley v. Booth*, 2 D. & S. 718; but see *Waring v. Scotland*, 36 W. R. 756;

—nor where the particulars omitted to state that the property was subject to a ground rent: *Jones v. Rimmer*, 14 Ch. D. 588;

—*secus*, where the vendor only contracted to sell “all his interest” in the lease: *Waring v. Scotland*, 57 L. J. Ch. 1016; 59 L. T. N.S. 132; 36 W. R. 756; or the purchaser has notice that the property is held under a derivative lease: *Camberwell, &c. Bldg. Soc. v. Holloway*, 13 Ch. D. 754;

—nor for want of title to a strip of land between a house and a road: *Perkins v. Ede*, 16 Beav. 193; or undivided shares in a substantial part of the land: *Re Arnold, A. v. A.*, 14 Ch. Div. 270;

—nor for prejudicial rights over four and a half out of thirty acres: *Shackleton v. Sutcliffe*, 1 D. & S. 609; or over a jetty sold with a wharf: *Peers v. Lambert*, 7 Beav. 546;

—nor for defects in the security for redeemed land-tax: *Cox v. Coventon*, 31 Beav. 378;

—nor for restrictive covenants rendering the title not “marketable”: *Cato v. Thompson*, 9 Q. B. Div. 616.

Compensation will not be allowed at the instance of a vendor where there has been misrepresentation calculated seriously to mislead a purchaser: *Dimmock v. Hallett*, 2 Ch. 21; *Stewart v. Alliston*, 1 Mer. 26, 34; *Brewer v. Brown*, 28 Ch. D. 309; *Re Terry and White*, 32 Ch. Div. 14;

—nor where the amount of compensation cannot be properly ascertained: *Lord Brooke v. Rounthwaite*, 5 Ha. 298;

—nor so as to compel the purchaser to accept three-sevenths instead of the whole of a piece of ground forming an important part of the purchase: *Re Arnold, A. v. A.*, 14 Ch. Div. 270.

Waiver of Right.—The right to compensation may be waived by either party, either expressly or by conduct; as by the purchaser taking possession and accepting the title: *Burnell v. Brown*, 1 J. & W. 168; or paying purchase-money and exercising acts of ownership: *Re Gloag and Miller's Contract*,

23 Ch. D. 320; or by the vendor turning the purchaser out of possession: *Knatchbull v. Grueber*, 3 Mer. 125; but not necessarily by the purchaser taking a conveyance: *Re Perriam*, P. v. P., 49 L. T. N.S. 710; and *v. inf.* p. 1905.

Condition as to Compensation.—A condition providing for compensation for any error or misstatement in the particulars of sale applies to accidental slips, not to material misrepresentations: *Dimmock v. Hallett*, 2 Ch. 21, 29; *Re Fawcett and Holmes' Contract*, 42 Ch. Div. 150; approving *Flight v. Booth*, 1 Bing. N. C. 370, 377; *Re Arnold*, A. v. A., 14 Ch. Div. 270;

—and therefore was not enforced at the vendor's instance in the case of a difference of tenure: *Ayles v. Cox*, 16 Beav. 23; or of prejudicial easements: *Shackleton v. Sutcliffe*, 1 D. & S. 609;

—or of an omission on an essential point; *ex. gr.*, to state that a wall, described as bounding the property, did not in fact form part of the property: *Brewer v. Brown*, 28 Ch. D. 309;

—nor where the estate sold was subject to an easement respecting which misstatements were made in the auction room: *Heywood v. Mallalieu*, 25 Ch. D. 357;

—but was enforced, at the instance of the purchaser, for the absence of a right of renewal of a customary lease: *Painter v. Newby*, 11 Ha. 26; or for a misstatement as to rent: *Cann v. C.*, 3 Sim. 447; or the time when the reversion would fall in, even though the purchaser was aware of the misstatement: *Lett v. Randall*, 49 L. T. N.S. 71; or a mistake as to acreage, though the purchaser was in possession: *Re Aspinalls and Powell*, 60 L. T. N.S. 595; *secus*, for a mistake amounting to one-half of the acreage: *E. Durham v. Legard*, 34 Beav. 611; or a *bonâ fide* error as to "estimated" annual value: *Re Hurlbalt and Chaytor*, 57 L. J. Ch. 421; or where an underlease was described as a lease, but the particulars showed that a derivative lease was meant: *Camberwell, &c. Bldg. Soc. v. Holloway*, 13 Ch. D. 754; or where the misdescription did not affect the substance of the subject-matter purchased: *Re Fawcett and Holmes*, 42 Ch. Div. 150.

A misdescription within the meaning of a condition as to compensation may also be a defect of title justifying rescission under another condition: *Ashburner v. Sewell*, (1891) 3 Ch. 405.

A condition that no compensation be allowed in respect of errors or misstatements may be enforced by a vendor in respect of small errors or inaccuracies, not of reckless and careless statements: *Whittemore v. W.*, 8 Eq. 603; *Portman v. Mill*, 2 Russ. 570; although in such a case it may preclude any claim for compensation on the part of the purchaser: *Cordingley v. Cheeseborough*, 4 D. F. & J. 379.

Compensation after Completion or Conveyance.—A contract providing for compensation is not put an end to by the acceptance of a conveyance: *Re Turner and Skelton*, 13 Ch. D. 130 (defect of quantity not discoverable before conveyance); *Palmer v. Johnson*, 13 Q. B. Div. 351 (misstatement as to rental value), approving *Cann v. C.*, 3 Sim. N.S. 447, and *Bos v. Helsham*, L. R. 2 Ex. 72; and not following *Manson v. Thacker*, 7 Ch. D. 620, and *Allen v. Richardson*, 13 Ch. D. 524.

And whether the vendor can after completion be held liable for an innocent misrepresentation made by the auctioneer, *quære*: see *Brett v. Clowser*, 5 C. P. D. 376.

But where there is no such contract, compensation cannot be claimed after conveyance in respect of a defect of title which might have been discovered: *Clayton v. Leech*, 41 Ch. Div. 103 (approving *Besley v. B.*, 9 Ch. D. 103).

Nor, *semble*, unless there has been fraud or breach of some contract or warranty contained in the conveyance: *Joliffe v. Baker*, 11 Q. B. D. 255; but see *Palmer v. Johnson*, 13 Q. B. Div. 351, 356, 359.

But a purchaser was entitled after completion to compensation in respect of a material misstatement as to timber, though made without intention to deceive: *Phelps v. White*, 5 L. R. Ir. 318; 7 L. R. Ir. 160.

Questions of compensation must be put in issue on the pleadings: *Casamajor v. Strode*, 2 My. & K. 730.

(IV.) THE VENDOR AND PURCHASER ACT, 1874.

1. *Requisitions declared sufficiently answered and Good Title shown.*

UPON the application &c., Declare that the purchaser's requisitions and objections in respect of the title of the above-mentioned hereditaments and premises, and in particular those numbered — and —, have been sufficiently answered by the vendors, and that a good title can be shown to Lot — at the sale by auction of the premises on the — of —, in accordance with the particulars and conditions of sale.—Purchaser to pay applicant's costs of the application, to be taxed &c.—*Re Burroughes, Lynn and Sexton*, M. R., 25 Nov. 1876, A. 1929; *affd.* 5 Ch. Div. 601.

Where the title is not shown, the summons is simply refused, as in Form 5, Vol. I., *sup.* p. 272; *Re Foster and Lister*, M. R., 21 April, 1877, A. 794; 6 Ch. D. 87.

2. *Declaration of Title.*

UPON the application &c.—“This Court is of opinion that the word ‘heirs’ contained in the ultimate limitation under the will &c. is a word of limitation and not of purchase, and that the said W. is therefore entitled to a contingent remainder in fee simple in the real estate comprised in the said contract, and that the vendors can make a good title thereto.”—*Re White and Hindle*, V.-C. M., 8 Dec. 1877, A. 794; 7 Ch. D. 201.

For declaration that no succession duty would, upon the death of M., be payable by the vendors, or any person claiming title under them, in respect of the hereditaments comprised in the contract, see *Re Cooper and Allen*, M. R., 18 Dec. 1876, A. 2107; 4 Ch. D. 802.

3. *Objection overruled—Costs according to the Agreement.*

UPON the application &c., and “the Judge being of opinion that the objection which has been raised by the applicant, that the power of sale contained &c. is not exerciseable as regards the premises the subject of the above-mentioned contract during the life of the above-named M., is not valid, Let such objection be overruled; And Let the costs of the applicant and of the said C., M., L., and M., of and incident to this application, be borne and paid in manner in that behalf provided by the 8th clause of the above-mentioned contract.”—*Re Monins*, V.-C. H. at Chambers, 4 Dec. 1876, A. 2058.

4. *Objections declared Invalid—Compensation according to Contract.*

DECLARE that the objection of C. D., the purchaser under the above-mentioned contract, to the title of the vendors to the hereditaments comprised in such contract on the ground of the covenant in the indenture dated &c., that X., on erecting any building on the plot of land therein comprised, should only erect messuages or dwelling-houses

thereon well built, and the same in the frontage to Teal Street should be of a good kind and not less than three stories high, and of the same height as the buildings then on the adjoining land, is not a valid objection, as such covenant only relates to buildings erected by the said A. B. ; And Declare that the objection of the said purchaser to perform the said contract on the ground that the property thereby agreed to be sold is therein described as containing 1,372 square yards, although the same in fact contains only 1,033 square yards or thereabouts, is not a valid objection ; And Declare that, notwithstanding the aforesaid objections, the said purchaser ought specifically to perform the said contract, and that he is entitled, in respect of the aforesaid misdescription, to compensation, such compensation to be ascertained in manner provided by the said contract.—Costs.—*Re Fawcett and Holmes*, North, J., 11 Feb. 1889, A. 403 ; S. C., 42 Ch. Div. 150.

5. Construction of Contract, Specific Performance of which cannot be enforced.

DECLARE that, according to the true construction of the contract for a lease, dated &c., the term to be granted should commence on &c., the day on which possession was given to the applicant, and that the respondent, L., is not entitled to have inserted in the lease any covenant on the part of the lessee to reside on the premises to conduct the business personally, and not to assign, underlet, or part with possession without licence, or any power to re-enter except for non-payment of rent.—*Re Lander and Bagley's Contract*, Chitty, J., 2 July, 1892, B. 837 ; S. C., (1892) 3 Ch. 41.

6. Declaration of Title upon agreed Statement.

UPON the application &c., and upon reading the statement agreed upon by the applicant and the respondents and signed by the Chief Clerk and filed in the Central Office, the Judge is of opinion that, upon the facts contained in such statement, the vendor can make a good title to the said land and hereditaments.—*Re King, Bagshaw and Robinson*, M. R. at Chambers, 28 May, 1878, A. 1088.

7. Title not made out—Return of Deposit.

UPON the appeal of A. B. &c., Declare that C. D., the vendor, has not shown a good title to the hereditaments comprised in the contract, dated &c. ; Let the said C. D. return to the said A. B. £—, his deposit, together with interest thereon at the rate of £4 p. c. per ann., from &c.—Costs.—*Re Hargreaves and Thompson*, C. A., 28 May, 1886, A. 823 ; S. C., 32 Ch. Div. 454.

8. The Like—Costs—Appeal.

UPON motion by way of appeal, &c., Let the order dated &c. be reversed ; And Declare that A. B. has not made out a good title to

the premises comprised in the agreement dated &c. ; And Let the said A. B. repay to C. D. the deposit of £—, together with interest thereon at the rate of £4 p. c. per ann. from &c., and pay to the said C. D. the costs (as between solr and client) of investigating the title to the premises comprised in the said agreement which have been thrown away, such costs to be ascertained in Chambers in case the parties differ, and his costs as between party and party occasioned by the said appeal, and his costs of the said order dated &c., to be taxed &c.—*Re Ebsworth and Tidy*, C. A., 24 May, 1889, A. 816 ; S. C., 42 Ch. Div. 23.

9. *Title declared against, without Prejudice to Action to Recover Deposit.*

THE application by originating summons of A. B., which upon hearing &c. was adjourned &c., Declare that the title shown to No. 12, Chester Place &c., the premises comprised in the contract dated &c., is not such as the purchaser ought to be compelled to accept. Costs of application to be paid by vendor. Order to be without prejudice to any action the purchaser may be advised to bring for the recovery of the deposit paid on the signing of the contract, and for his costs of investigating the title to the said premises.—*Re Davis and Cavey*, Stirling, J., 12 Dec. 1888, A. 1807 ; S. C., 40 Ch. D. 601.

10. *Purchase-money Deposited—Rent-charge kept on foot.*

DECLARE that the applicant G. is entitled, on payment of the sum of £1,800, the balance of the purchase-money of £2,000, and of any interest she may receive or have received on the £1,800 deposited with the N. Bank, to have the above-mentioned messuage and hereditaments conveyed by the vendor to her in fee simple, subject to a yearly rent-charge of £15 created by an indenture dated &c., and made between &c., and to all powers and remedies for enforcing payment thereof, and by the same deed to have the said rent-charge of £15 conveyed by the person in whom the same is now vested as a trustee for the vendor to a trustee for the said G. in fee simple, such conveyance to be settled by the Judge in case the parties differ. Vendor to pay applicant's costs.—*Re Monckton and Gilzean*, V.-C. B., 6 Aug. 1884, B. 1060 ; S. C., 27 Ch. D. 555.

11. *Order Discharged on Appeal—Repayment of Interest.*

UPON motion by way of appeal &c., Let the order, dated &c., be discharged ; And Let the vendor, A. B., repay to the purchaser, C. D., £—, being interest on £—, the balance of the purchase-money of the — estate, at the rate of £— p. c. per ann., from &c., being part of the interest paid by the said C. D. to the said A. B. on the completion of his purchase.—Costs.—*Re Young and Harston*, C. A., 12 Nov. 1885, B. 1519 ; S. C., 31 Ch. Div. 168.

NOTES.

By the Vendor and Purchaser Act, 1874 (37 & 38 V. c. 78), s. 9, a vendor or purchaser of realty or leaseholds in England, or their represes respectively, may apply in a summary way to a Judge of the Chancery Division, in Chambers, in respect of any requisitions or objections, or any claim for compensation, or any other question arising out of or connected with the contract (not being a question affecting the existence or validity of the contract), and the Judge shall make such order upon the application as to him shall appear just; and shall order how, and by whom, all or any of the costs of and incident to the application are to be borne.

The application is to be made by summons entitled in the matter of the agreement, and in the matter of the Act. The title should shortly state the date of the agreement, the parties to it, and the particulars of the property comprised in it.

A person who has taken out a summons under the Act is not entitled to sue also for specific performance: *Thompson v. Ringer*, W. N. (81) 48; 29 W. R. 520.

Whatsoever can be done in Chambers upon a reference as to title under a judgment or order, where the contract is established, can be done upon proceedings under this section, and therefore the same evidence is admissible as upon a reference: *Re Burroughs, Lynn and Sexton*, 5 Ch. Div. 601, Form 1, *sup.* p. 1882.

And the Court has jurisdiction under the Act to direct such things to be done as are naturally consequent upon the decision, *ex. gr.*:-

— on declaring that the vendor has not shown a good title, to order him to pay the purchaser's costs of investigating the title, and charge them on the vendor's interest: *Re Yielding and Westbrook*, 31 Ch. D. 344;

— and to order him to return the deposit with interest at 4 p. c.: *Re Hargraves and Thompson*, 32 Ch. Div. 454; *Re Ebsworth and Tidy*, 42 Ch. Div. 23;

— but as to ordering repayment of interest erroneously paid on purchase-money, *quære*: *Re Young and Harston*, 29 Ch. D. 691; 31 Ch. Div. 168;

— to determine the validity of a notice to rescind, as the words in sect. 9, "question affecting the existence or validity of the contract," refer only to the inception of the contract: *Re Jackson and Woodburn*, 37 Ch. D. 44;

— but not to direct the return of the deposit on the ground of misdescription so material as to affect the validity of the contract: *Re Davis and Cavey*, 40 Ch. D. 601.

Any short point of law or construction arising upon the abstract, or upon the requisitions, or in respect of the contract, may be brought before the Court under this Act, but not questions of controverted facts: *Re Popple and Barratt*, 25 W. R. 248.

As to what points have been decided under this Act, see *Re Brentwood Co.*, 6 Ch. D. 87 (vendor's lien); *Re Kearley and Clayton*, 26 W. R. 324 (title after composition with creditors); *Re Finch and Jukes*, W. N. (77) 211 (discharge of surety); *Re Foster and Lister*, 6 Ch. D. 87 (voluntary settlement); *Re Cooper and Allen*, 4 Ch. D. 802 (succession duty); *Re Brown and Sibly*, 3 Ch. D. 156 (remoteness, and trust estates passing under general devise); *Re Metn. Bank and Jones*, 2 Ch. D. 366 (powers of surviving liquidator); *Re Packman and Moss*, 1 Ch. D. 214 (mortgaged estate not passing under general devise); *Re Coward and Adam*, 20 Eq. 179 (receipt of married woman after protection order); *Re Ford and Hill*, 10 Ch. D. 365 (answer to purchaser's requisition as to any incumbrance, &c. fact or omission affecting the property); *Re Johnson and Tustin*, 30 Ch. Div. 442 (expense of procuring abstract of deed); *Re Moody and Yates*, 30 Ch. Div. 344 (expense of certificate or evidence of title); *Re Marsh and Earl Granville*, 24 Ch. Div. 11 (condition as to commencement of title); *Re Beyfus and Master*, 39 Ch. Div. 110 (construction of conditions of sale); *Re Ebsworth and Tidy*, 42 Ch. Div. 23, *sup.* p. 1883; *Re Cox and Neve*, (1891) 2 Ch. 109 (restrictive covenant); *Re Willett and Argenti*, 80 L. T. N.S. 735 (concurrence of mortgagee); *Re Harman and Uxbridge, &c. Ry. Co.*, 24 Ch. D. 720 (recitals in transfer of mortgage); *Re Peck and London School Board*, (1893) 2 Ch. 315 (general words in conveyance).

Though the objection is made that the contract is one of which specific performance cannot be obtained, the Court will nevertheless decide as to the

construction of the contract, or any other question which could be raised again in an action of damages: *Re Lander and Bagley*, (1892) 3 Ch. 41.

The Act does not apply in cases of voluntary grants, but a nominal consideration is sufficient as a foundation for proceedings under it: *Re Marquis of Salisbury*, 23 W. R. 824.

After a vendor had taken out a summons under the Act upon a question of title which was decided against him he was not allowed to exercise a right of rescission: *Re Arbib and Class*, (1891) 1 Ch. 601.

SECTION III.—AGREEMENTS FOR LEASES OR UNDERLEASES.

1. *In Action by intended Lessee.*

DECLARE &c. [Forms 1—4, p. 1832]; And Let the Deft execute a lease of the estate comprised in the said agreement for the term therein mentioned to the Plt [*If so*, with the usual covenants], according to the said agreement; And Let such lease be settled by the Judge in case the parties differ; And Let the Plt execute to the Deft a counterpart of the said lease.—Liberty to apply.

2. *The Like, where Assessed Damages are awarded in addition.*

DECLARE &c. [Forms 1—4, p. 1832].—Lease and counterpart to be executed — “And Let the Deft on or before the — of — pay to the Plt J. £— by way of assessed damages.”—Liberty to apply.—*Jaques v. Millar*, Fry, J., 29 June, 1877, A. 1332; 6 Ch. D. 153.

3. *The Like—Disability to perform—Inquiry as to Damages.*

THIS action coming on for trial &c., Declare the Plt entitled to specific performance of agreement dated &c., and adjudge the same accordingly; And Let the Deft execute, or procure to be executed by all necessary parties, a lease &c., such lease to be settled &c. in case the parties differ; but if the Deft shall be unable, by reason of disability inherent in his title, or any similar disability, to perform the said agreement, then Let an inquiry be made what sum ought to be allowed and paid by the Deft to the Plt by way of damages for his non-performance of such agreement.—*Mould v. Landin*, North, J., 13 Nov. 1885, B. 1523.

4. *The Like—Declaration as to Terms of Lease.*

DECLARE &c. [Forms 1—4, p. 1832]; Declare the Deft is not entitled to have, in the lease to be granted in pursuance of the said agreement, a provision to the purport or effect that when the mines thereby demised are incapable of being worked to a profit, the lessee shall be entitled to determine the lease; Let a proper lease, having regard to such declaration, be settled by the Judge; And Let the same be executed by the Plt and the Deft; And Let the Deft execute a counterpart of

such lease.—Costs.—*Strelley v. Pearson*, Fry, J., 4 May, 1880, B. 937; S. C., 15 Ch. D. 113.

5. *In Action by intended Under-Lessee where Licence needed.*

DECLARE &c. [Forms 1—4, p. 1832]; “And Let the Deft B. for that purpose execute and procure to be executed by all necessary parties a lease to the Plts P. and L. of the shop &c. comprised in and agreed to be demised by the said agreement, for the term and subject to the covenants, agreements, and stipulations in the said agreement mentioned, and do all necessary acts for that purpose.”—Lease to be settled &c.—*Long v. Bowring*, M. R., 24 June, 1864, B. 1694; 33 Beav. 585.

6. *In Action by intended Lessee, where Damages are awarded in the Alternative.*

DECLARE &c. [Forms 1—4, p. 1832]; Lease to be settled &c.—“But if it shall appear that the Deft is unable specifically to perform the said agreement, then Let an inquiry be made what sum of money ought to be allowed and paid by the Deft to the Plt (by way of damages) for his non-performance of such agreement.”—Deft to pay Plt’s costs of action.—*Hilton v. Tipper*, V.-O. S., 7 May, 1868, A. 1210; 16 W. R. 888.

7. *The Like—Contract by Correspondence—Damages.*

DECLARE that the letters in the pleadings mentioned, dated &c., constitute a binding agreement between the Plt and the Deft, and that the same ought to be specifically performed &c.; And declare that the Deft A. is not entitled to require that in the lease to be made pursuant to the said agreement there shall be inserted any provision against or restriction of the right of the Plt, his exors, admors, or assigns, to underlet or part with the possession of the premises or any part thereof; And Let the Deft A., as from the 25th day of March until he shall have delivered up to the Plt possession of the — Hotel in the pleadings mentioned, pay to the Plt E. damages at the rate of £100 a-year in respect of the said lease not taking effect from the 25th day of March. Reference to Chambers to settle the lease in case the parties differ. Deft to pay Plt’s costs.—*Eadie v. Addison*, Pearson, J., 12 Dec. 1882, A. 2189; S. C., 52 L. J. Ch. 80.

8. *In Action by intended Lessor—Houses fit for Habitation.*

DECLARE &c. [Forms 1—4, p. 1832]; “And Declare that the house &c. in the pleadings mentioned was completed and finished and fit for habitation on the — of —; And Let the Plt execute and deliver to the Deft a lease of the said house for the term of &c., at the rent and upon the terms, and with and under the covenants, and subject to the powers, and in accordance with the agreements and stipulations

mentioned and referred to in and by the said agreement dated the — of — ; And Let the Deft execute and deliver to the Plt a counterpart of such lease.”—Lease and counterpart to be settled &c.—Deft to pay Plt’s costs, charges, and expenses of lease and counterpart, and his costs of action.—*Liberty to apply.*—*Faulkner v. Llewellyn*, V.-C. K., 28 July, 1863, A. 1771 ; 11 W. R. 1055 ; *affd.* 12 W. R. 193.

9. *Mining Lessee—Lessee in Possession—Lodgment of Money as Security for unascertained Rents and Royalties.*

UPON the appeal &c., Discharge order dated &c. Let the Deft, within twenty-one days from the date of this order, lodge in Court, as directed in the schedule hereto, £4,500 as security for rents and royalties due from the Deft to the Plt up to the 30th day of Sept. 18—, under the agreement of the — day of — in the pleadings mentioned. But this order is to be without prejudice to the Plt’s right to apply for further payment in respect of workings since the 30th Sept. 18—.—[Add Lodgment Schedule, Form 1.]—*Lewis v. James*, C. A. 31 March, 1886, B. 879 ; S. C., 32 Ch. Div. 326.

10. *Building Agreement—Action by intended Lessee—Mortgage for Advances by Lessor.*

BY consent, Let the Deft F. forthwith deliver to the Plt his counterpart signed by the Deft of the agreement dated &c., and upon payment by the Plt to the Deft within one month from the date of this order of the arrears of ground rent due under the said agreement in respect of the four houses built by the Plt in A. Gardens, as in the pleadings mentioned (such payment to be made, unless both parties otherwise agree, as to one moiety of such arrears in cash ; and as to the remaining moiety by a bill of exchange to be drawn on the Plt by the Deft, and accepted by the Plt, payable six months from the date of acceptance), Let the Deft F. execute to the Plt or his nominees four separate leases of the said four houses built by the Plt as aforesaid (such leases to be in accordance with the terms of the said agreement dated &c., and to be settled by the judge in case the parties differ), and the costs of preparing and executing the same are to be borne as provided by the said agreement. And upon the execution of the said leases by the Deft, Let the Plt and the Deft execute a proper mortgage of the said leases for securing to the Deft the payment with interest at the rate of £5 p. c. per ann. of the advances amounting to £1,000 made by the Deft to the Plt, such interest to run from the respective days on which the same advances were made.—*Olley v. Fisher*, North, J., 30 Nov. 1886, B. 1510 ; S. C., 34 Ch. D. 367.

11. *Agreement for Mutual Leases.*

“LET the Deft execute to the Plt a lease for — years of all such parts of the house, No. &c. described in the plan to the (statement of

claim) annexed as are coloured &c., the Plt by his pleadings offering to execute a lease for the like term to the Deft of all such parts of the premises described in the said plan as are coloured &c. at the rent of &c. ; And Let the Plt and Deft execute to each other counterparts of such leases respectively ; And Let such leases be settled &c. ;"—Deft to pay Plt's costs of action.—*Liberty to apply.*—*Herring v. Miles*, V.-C. S., 11 Dec. 1854, A. 247.

12. *Inquiry if Lease tendered for Execution is a proper Lease.*

DECLARE &c. [Forms 1—4, p. 1832] ; "And Let an inquiry be made whether the lease of the messuage &c. executed by the Plt and tendered by him to the Deft is a proper lease ; And, if it shall be certified that the same is a proper lease, Let the Deft accept the same and execute a counterpart thereof ; But if not"—a proper lease to be settled &c.—Usual directions.—*Creyke v. Fox*, M. R., 21 May, 1806, A. 409.

13. *Waiver of Title, in Cases not within 37 & 38 V. c. 78, s. 2.*

VARY the order dated &c.—"And instead of the declaration therein contained that the Deft has accepted the Plt's title to the premises comprised in the agreement dated the — of —, Declare that the Deft has waived the right to call for the Plt's title to the said estate."—*Simpson v. Sadd*, L. C., 19 Jan. 1855, B. 274 ; 4 D. M. & G. 673.

14. *Abatement from Rent for Deficiency of Parcels.*

DECLARE &c. [Forms 1—4, p. 1832] ; "And Let the Deft execute a lease of the premises comprised in the said agreement for the term therein mentioned to the Plt with the usual covenants and provisions according to the said agreement, except that the acreage is to be 214A. 1R. 11P., and the rent is to be reduced in the proportion which 235A. 2R. 9P., bears to 214A. 1R. 11P."—Such lease to be settled &c.—Plt to execute counterpart.—Deft to pay costs of action.—*McKenzie v. Hesketh*, Fry, J., 3 Dec. 1877, B. 2148 ; 7 Ch. D. 675.

15. *Agreement for Lease, with Option of Further Term.*

DECLARE &c. [Forms 1—4, p. 1832] ; "And Declare that, according to the true construction of such contract, the Plt is entitled, on the terms in such contract mentioned, to have a lease of the messuage &c. therein comprised for twenty-one years in addition to his unexpired term therein ; such term of twenty-one years to be determinable at the expiration of the first seven or fourteen years thereof at the lessees' option, and on giving six (calendar) months' notice ; and for a further term of seven years from the expiration of such term of twenty-one years, if not previously determined, on giving six (calendar)

months' notice, requiring the same before the expiration of such term of twenty-one years, and to have his rent reduced from the — day of — to £— per ann. ; And the Plt by his counsel waiving the option of determining the said term of twenty-one years at the expiration of the first seven or fourteen years thereof, and electing to take the further term of seven years from the expiration of such term of twenty-one years, Let a lease of the said messuages &c., having regard to such waiver and election as aforesaid, be settled &c.;"—Lease and counterpart to be executed.—Infants and persons not *in esse* declared trustees [Form 7, p. 1059], and consequent directions.—Directions as to costs.—Liberty to apply.—*Hodgson v. Bower*, V.-C. K., 21 April, 1849, A. 1854.

For decree, where the Deft admitted that he had no title to the premises mentioned in an agreement for a lease, declaring the Plt entitled to a lien on such estate and interest as the Deft had therein for the purpose of securing repayment to the Plt of all moneys paid by him on the faith of and pursuant to the said agreement, and for his costs, and directing inquiries what sums had been laid out by him in buildings, repairs, or improvements on the premises, and as to deterioration, see *Middleton v. Magnay*, V.-C. W., 2 April, 1864, B. 907; 2 H. & M. 233.

For decree declaring that the Plt was entitled, at the time of the commencement of the suit, to specific performance of an agreement for a lease, but that, the term having elapsed during which the agreement was to be enforced, the Court would not then decree specific performance, refusing an inquiry as to damages, and ordering part of the consideration which had been paid to be returned without costs on either side, see *De Brassac v. Martyn*, V.-C. W., 20 July, 1863, A. 1688.

For decree for specific performance of a parol agreement for a lease, with the option of purchasing, where there had been part performance, see *Nunn v. Fabian*, L. C., 9 Nov. 1865, B. 2610; 1 Ch. 35.

For decree directing the execution of a deed granting the occupation of a refreshment room to the Plts, their assigns and nominees, being tenants of an hotel under a lease, but subject to certain restrictions, and directing a deed to be settled in Chambers accordingly, see *Flanagan v. G. W. Ry. Co.*, V.-C. G., 14 Nov. 1868, A. 2929; 7 Eq. 116.

For decree declaring that, according to the true construction of an agreement, the Deft corporation agreed to demise to the Plt such portion of their property as formed the frontage of the Plt's field, and also the flat part of the sea beach comprised between two lines drawn from the extremities of such field perpendicularly towards the sea, such lines being continued until they should reach high-water mark, and directing the Defts to execute a lease accordingly, the Plt undertaking to give up such parts of the land taken by him as were not comprised in the lease, see *Crook v. Corporation of Seaford*, L. C., 1 June, 1871, A. 1424; 6 Ch. 554.

For decree declaring that the Plt was entitled to separate leases of the pieces of land coloured blue and green upon the plan annexed to the agreement, &c., and that he was not bound to enter into any agreement or incur any obligation as to the land coloured pink in the said plan, and that the Deft had waived his right to have the leases granted according to a specification and plans approved by him or on his behalf, and directing leases to be settled accordingly, see *Wilkinson v. Clements*, L.JJ., 15 Nov. 1872, B. 2975; 8 Ch. 96.

For declaration that the Plt was entitled to the messuage and hereditaments in the pleadings mentioned and the possession thereof during her life, if the term granted by the lease thereof should so long continue unexpired, or for the residue of the said term if the same should expire in her lifetime, she paying the ground-rent reserved by the said lease, and the rates and taxes in respect of the said messuage and hereditaments, see *Coles v. Pilkington*, V.-C. M., 9 Nov. 1874, A. 2741; 19 Eq. 174.

NOTES.

PROCEDURE.

By the Jud. Act, 1873, s. 34, causes and matters relating to the specific performance of agreements for leases are assigned to the Chancery Division.

Where the value of the property to be demised does not exceed £500, the County Court of the district within which the Defts, or any of them, reside, has jurisdiction: 28 & 29 V. c. 99, s. 1; 30 & 31 V. c. 142, s. 9.

Where, in a lessee's action, the Deft admitted the agreement, but counter-claimed for sums due, he was not allowed, three months after joinder of issue, to amend by claiming recovery of the land: *Clark v. Wray*, 31 Ch. D. 68.

Where the Deft, lessee of coal mines, was in possession and working the coal, he was ordered to pay into Court the amount of the agreed royalties as alleged by him, but without any option of giving up possession in lieu of payment: *Lewis v. James*, 32 Ch. Div. 326; *v. sup.* Form 9, p. 1888.

Where the Court directs a reference to Chambers to settle the terms of a lease, it will, when convenient, at the same time make a declaration as to insertion of a particular clause with regard to which an issue has been raised in the pleadings: *Strelley v. Pearson*, 15 Ch. D. 113; *Eadie v. Anderson*, 52 L. J. Ch. 88.

RIGHT TO SPECIFIC PERFORMANCE.

Since the Jud. Acts, a tenant holding under an agreement for a lease of which specific performance would be decreed, is in the same position as if a lease had been executed: *Walsh v. Lonsdale*, 21 Ch. Div. 9; and see *Exp. Monkhouse, Re Maughan*, 14 Q. B. D. 956; *Swain v. Ayres*, 21 Q. B. Div. 289.

Specific performance will not be decreed in favour of a tenant who is in default for breach of covenant: *Coatsworth v. Johnson*, 55 L. J. Q. B. 220; 54 L. T. N.S. 520; and see *Cox v. Bishop*, 8 De G. M. & G. 815; *Haywood v. Brunswick Bldg. Soc.*, 8 Q. B. Div. 403, 408, 410.

Secus, where the landlord has subsequently demanded and received rent: *Strong v. Stringer*, 61 L. T. N.S. 470.

In the case of a lease under a power, a covenant to renew at the expiration of the term may be enforced if, when the time arrives, it appears that the new lease would be a proper execution of the power: *Gaslight and Coke Co. v. Towse*, 35 Ch. D. 519; Sugd. Powers, 8th ed. 787, 788; Farwell, 2nd ed. 350, 592.

A mortgagee who has intervened by his paramount title and accepted rent from the tenant of the mortgagor, who has determined the tenancy from year to year thus created, cannot afterwards adopt and enforce an agreement by the tenant to take a lease from the mortgagor: *Corbett v. Plowden*, 25 Ch. Div. 678.

Whether a tenant for life under the Settled Land Act, 1882, having neglected to obtain the appointment of trustees under sects. 38, 45, and 53, could obtain specific performance against an unwilling lessee, *quære*: *Mogridge v. Clapp*, (1892) 3 Ch. 395; and *v. sup.* Chap. XLV. p. 1518.

CONSTRUCTION OF THE AGREEMENT.

An agreement for a lease means a valid lease, and is an implied promise at law that the intending lessor has a good title to demise: *Stranks v. St. John*, L. R. 2 C. P. 376.

Where the intending lessee knows that the intending lessor has only a leasehold interest, he is affected with constructive notice of the restrictions contained in the original lease, and cannot insist on having a lease at variance with those restrictions: *Cosser v. Collinge*, 3 My. & K. 283; *Lewis v. Bond*, 18 Beav. 85; *Patman v. Harland*, 17 Ch. D. 353; notwithstanding the Conveyancing Act, 1882 (45 & 46 V. c. 39), s. 3; *S. C.*, *Mogridge v. Clapp*, (1892) 3 Ch. C. A. 397; at least if the restrictions are not unusual: *Flight v.*

Barton, 3 My. & K. 282; unless it be expressly stipulated that the lease is to contain certain specified covenants: *Van v. Corpe*, 3 My. & K. 268.

"Usual covenants" do not include covenants against keeping a school: *Van v. Corpe*, 3 My. & K. 269; nor against particular trades: *Proper v. Parker*, 3 My. & K. 280; *Wilbraham v. Livesey*, 18 Beav. 206; nor against assigning without notice: *Hampshire v. Wickens*, 26 W. R. 491; *Church v. Browne*, 15 Ves. 258; *Eadie v. Anderson*, 52 L. J. Ch. 80; though the subject-matter of the lease is a public-house: *Re Lander and Bagley*, (1892) 3 Ch. 41; *Henderson v. Kay*, 3 Bro. C. C. 632; nor a proviso for re-entry on breach of covenant, other than non-payment of rent: *Hodgkinson v. Crowe*, 10 Ch. 622; *Bishop v. Taylor*, 60 L. J. Q. B. 556; 64 L. T. N.S. 529; 39 W. R. 542; *In re Anderton and Milner's Contract*, 45 Ch. D. 476; even in the case of a public-house: *Re Lander and Bagley*, *sup.* (but see *Bennett v. Womack*, 7 B. & C. 627, where, in the case of a public-house, it was held that a proviso for re-entry on carrying on any business other than that of a victualler was usual); nor, in a lease of a colliery in Derbyshire, a proviso for re-entry when the mine is incapable of being worked at a profit: *Strelley v. Pearson*, 15 Ch. D. 113; and the law has not been altered by the Conveyancing Act, 1881 (44 & 45 V. c. 41), s. 14.

Under an agreement that an underlease shall contain the same covenants as the original lease, those covenants are not necessarily to be inserted, with the names of the underlessor and underlessee substituted for those of lessor and lessee: *Haywood v. Silber*, 30 Ch. Div. 404, distinguishing *Williamson v. W.*, 9 Ch. 729 (as to covenants for reference to arbitration, and as to preparation of assignments).

A lessor was not entitled to have a clause inserted excluding the Conveyancing Act, 1881, s. 18, giving leasing powers to the mortgagor in possession: *Re Nugent and Riley*, W. N. (83) 147.

As to the construction of particular words and phrases in agreements for leases, see as follows:—

- "westward of a down-throw fault to the west supposed to run," &c.: *Davis v. Shepherd*, 1 Ch. 410;
- "subject to the landlord's approval": *Lehmann v. McArthur*, 3 Ch. 496;
- "working coal in a proper and workmanlike manner"; "winning coal": *Lewis v. Fothergill*, 5 Ch. 103; and see *Jegon v. Vivian*, 6 Ch. 742;
- "flat part of the beach opposite" a frontage: *Crook v. Corp. of Seaford*, 6 Ch. 551;
- "shall have the occupation of, &c., subject to the same restrictions and provisions as relate," &c.: *Flanagan v. G. W. Ry. Co.*, 7 Eq. 116;
- "lease to be for seven, fourteen, or — years": *Powell v. Smith*, 14 Eq. 85;
- "upon paying the rent and performing the covenants in the lease," the lease to be renewed: *Bastin v. Bidwell*, 18 Ch. D. 238;
- "the like provisions in all respects as are contained in" the original lease: *Williamson v. W.*, 9 Ch. 729;
- "such covenants, clauses, and provisos as are contained in" the original lease: *Haywood v. Silber*, 30 Ch. Div. 404;
- "grant to the tenants, their exors or admors, a fresh lease": *Finch v. Underwood*, 2 Ch. D. 310.

DAMAGES.

Where the concurrence of a superior landlord is necessary, and cannot be obtained, an inquiry as to damages will be directed: *Hilton v. Tipper*, 16 W. R. 888, Form 6, *sup.* p. 1887; and see *Howe v. Hewet*, 31 Beav. 420, *sup.* p. 1857;

—unless the agreement is made "subject to the landlord's approval": *Lehmann v. McArthur*, 3 Ch. 496; or on the understanding that a necessary party is to concur: *Franklin v. Ball*, 33 Beav. 560.

The mere necessity of the landlord's licence is not a defence to a suit by an intending under-lessee; but in such cases the Deft will be directed to procure his concurrence: *Long v. Bowring*, 33 Beav. 585, Form 5, *sup.* p. 1887; and see *Leitch v. Simpson*, I. R. 5 Eq. 613.

Where damages were awarded to an intending lessee for delay, the measure of damages was held to be the amount of rent payable during the period when the Plt was out of possession: *Wesley v. Walker*, 26 W. R. 368; and where in a similar case the damages had been assessed at the hearing, it was held that the assessment was on the footing that rent was not to be payable during the same period: *Jaques v. Millar* (No. 2), 26 W. R. 368.

Where by the mistake of his agent the Deft was unable to grant a lease of the whole estate comprised in the agreement, the rent to be paid was proportionately reduced by way of compensation: *McKenzie v. Heskeith*, 7 Ch. D. 675, Form 14, *sup.* p. 1889.

Where a trustee in bankruptcy disclaimed a lease, an intending under-lessee had no title to relief in Equity against the superior landlord: *Taylor v. Gilott*, 20 Eq. 682; but see *Smalley v. Hardinge*, 7 Q. B. Div. 524.

And as to the effect of disclaimer of lease by trustee in bankruptcy, see *Lee & Wace*, 459 *et seq.*

TITLE.

By the V. & P. Act, 1874 (37 & 38 V. c. 78), s. 2, the intended lessee cannot, in the absence of express stipulation, call for the title to the freehold, whether the term is to be derived out of a freehold or leasehold estate; and by the Conveyancing Act, 1881 (44 & 45 V. c. 41), s. 13, where the term is derived out of a leasehold interest with a leasehold reversion, the title to that reversion cannot be called for, but subject to this, the intending lessor's title must be proved: see *Baskcomb v. Phillips*, 29 L. J. Ch. 380; and under a contract to assign an underlease, or to grant one, the intended assign or underlessee has the right to call for the deed under which the assignor or lessee holds: *Goaling v. Woolf*, (1893) 1 Q. B. 39. Dealings with the term prior to the commencement of the title need not in general be produced: *Williams v. Spargo*, W. N. (93) 100.

COSTS.

The rules as to costs in the case of sales apply also in the case of leases: see *Longinotto v. Morse*, 26 L. T. N.S. 828.

Where the lease was to be prepared by the lessor's solr, who raised frivolous objections, the lessor was ordered to pay the costs of the suit, and of the objections: *Mappin v. Savory*, 20 L. T. N.S. 777.

ANTE-DATING LEASES.

Formerly, where it was doubtful whether there had not been breaches of a covenant intended to be inserted in the lease, the lease was ante-dated that the question might be decided at law: *Lillie v. Legh*, 3 D. & J. 204; *Pain v. Coombs*, 3 Sm. & G. 449; 1 D. & J. 34.

But it was held that such questions ought to be disposed of before decreeing the execution of the lease: *per V.-C. J.*, in *Bankart v. Tennant*, 10 Eq. 141.

As to relief against breaches of covenant after the execution of the lease in certain cases, see 22 & 23 V. c. 35, ss. 4—9; Conveyancing Act, 1881, s. 14; *Dart, V. & P.* 170; 6th ed. 195; *Page v. Bennett*, 2 Giff. 117; *Hughes v. Metn. Ry. Co.*, 2 App. Ca. 439.

SECTION IV.—AGREEMENTS FOR SPECIAL PURPOSES.

(I.)—AGREEMENT FOR THE TRANSFER OF SHARES.

Vendor's Action—Transfer to be registered, Purchase-money
having been paid.

DECLARE &c. [Forms 1—4, p. 1832]; "And Let the Plt and all proper parties execute a proper deed of transfer of the said — shares to the Deft, such deed to be settled &c.; And Let the Deft concur in

all steps which may be necessary and proper for causing the said — shares to be duly registered in his name in the register of members of the — Corporation, Limited.”—Declarations that the Deft is liable to indemnify the Plt against calls, and directions to settle deed accordingly.—Deft to pay Plt’s costs of action.—Liberty to apply.—*Paine v. Hutchinson*, V.-C. S., 5 Dec. 1866, B. 2723; 3 Eq. 260, as varied on appeal by L. JJ., 17 Mar. 1868, B. 2164; 3 Ch. 392.

For forms of judgments for indemnity against calls in similar cases, *v. inf.* Chap. LI., “SPECIFIC RELIEF.”

NOTES.

As to the jurisdiction of the Court to adjudge specific performance in the case of agreements for the transfer of shares, *v. sup.* pp. 1835, 1836.

Where the dispute is between persons claiming to be members of a company, the proper course, at least in complicated cases, appears to be to commence an action for specific performance of the agreement to transfer the shares; where the dispute is between the company and persons claiming to be members, the proper course is to apply by summons, under sect. 35 of the Companies Act, 1862, to have the register rectified: *Buckley*, p. 88 *et seq.*; 6th ed. 98 *et seq.*; *Ward and Henry’s Case*, 2 Ch. 431.

An order will not be made on a summons under this section involving questions between alleged members, where there is a real dispute and the amount is large, nor if the facts are complicated or any general principle is involved; *secus*, where the applicant’s title is clear: *Exp. Shaw*, 2 Q. B. D. 463; *Exp. Sargent*, 17 Eq. 273; and see *Davies’ Case*, 33 L. T. N.S. 834.

The Court has jurisdiction on such an application to order an unsuccessful respondent, other than the company, to pay costs: *Exp. Shaw*, 2 Q. B. D. 463; *Davies’ Case*, 33 L. T. N.S. 834; *Exp. Sargent*, 17 Eq. 273, not being followed on this point.

A judgment for specific performance directing the Deft to concur in all steps, &c., or to procure registration as far as possible, may be made after the commencement of the winding-up of the company: *Robins v. Edwards*, 15 W. R. 1065.

As to the discretion of directors to reject a transferee, see *Buckley*, p. 30; 6th ed. p. 36; *Parker’s Case*, 15 W. R. 974; *S. C.*, 2 Ch. 685; *Re Bell Bros.*, *Exp. Hodson*, 65 L. T. N.S. 245; as to the mode of considering the fitness of the transferee, the inferences to be drawn from a refusal by directors to state their reasons for rejecting a transferee, and the duty of an exor, being also a director, to have regard to the benefit to his testator’s estate, and that the time at which it is to be ascertained whether the transferor is indebted to the co. is when the transfer is sent to the proper officer for registration, see *Re Cawley & Co.*, 42 Ch. Div. 209.

Where a settling day on the Stock Exchange in the shares of new cos. has been obtained by fraud, the rights of a person who has entered into contracts in relation to shares are not affected unless he was party or privy to the fraud: *Re Ward*, *Exp. W.*, 20 Ch. Div. 356.

Dividends declared after a sale of shares, but before the day fixed for completion, belong to the purchaser: *Black v. Homersham*, 4 Ex. D. 24.

As to the respective liabilities of the broker or jobber, and transferee, upon a sale of shares, *v. inf.* Chap. LI., “SPECIFIC RELIEF.”

(II.)—EXECUTION OF WORKS.

1. *Agreement by Railway Company to construct Siding.*

“DECLARE that the agreement in the pleadings mentioned, dated the — of —, whereby the Defts agreed to construct and maintain, at their or any of their expense, upon land belonging to the Plt, and provided

by him for that purpose, such a siding as in the said agreement mentioned, ought to be specifically performed and carried into execution, and adjudge the same accordingly; And Let the Plt, within one month from the date of this judgment, point out the land upon which such siding is to be made."—Defts to pay Plt's costs of action.—Liberty to apply.—*Greene v. West Cheshire Ry. Co.*, V.-C. B., 7 Nov. 1871, A. 2912; 13 Eq. 44.

2. Buildings to be erected—Divergence between Agreement and Plans.

DECLARE &c. [Forms 1—4, p. 1832]; "And it appearing that a plan of the house to be erected in pursuance of such agreement has been approved of between the parties, Let the Deft S. forthwith proceed to construct and erect a house on the ground comprised in the said agreement, in accordance with such plan, save so far as such plan interferes with the stipulations contained in the said agreement that such house is to be built according to the Act or Acts of Parliament for the time being in force for the regulation of buildings in or near the metropolis."—*Cubitt v. Smith*, V.-C. S., 9 Nov. 1864, A. 2184; 10 Jur. N.S. 1123.

For decree for specific performance of an agreement, directing the Defts to complete the bridges, approaches, and works according to the arrangement constituted by the said agreement, see *Firth v. Midland Ry. Co.*, V.-C. B., 9 March, 1875, A. 484; 20 Eq. 100.

For decree declaring a Deft co. bound to make and construct a siding, with approaches proper for its convenient use, but not sheds or other conveniences, and directing an inquiry in Chambers, if the parties differed, where or by what means the same should be done, see *Lytton v. G. N. Ry. Co.*, V.-C. W., 8 April, 1856, B. 1176; 2 K. & J. 399.

For decree declaring a Deft co. bound to construct and maintain an archway sufficient to permit a loaded carriage of hay to pass under their railway at such place as the Plt should think most convenient in his pleasure-grounds, and ordering the Plt to point out such place within reasonable time, with liberty to the Defts to apply in case of refusal of assistance by the Plt, and liberty to the Plt to apply in case of delay by the Defts or otherwise, see *Storer v. G. W. Ry. Co.*, V.-C. K. B., 12 Nov. 1842, B. 159; 2 Y. & C. C. 54.

As to the jurisdiction in the case of agreements for the execution of works, *v. sup.* p. 1836.

(III.)—SALE OF BUSINESS.

Specific Performance—Waiver by Plaintiff of Stipulations in his favour.

Upon the appeal of the Plt from the judgment, dated &c., made in these actions, and on the counterclaim of the Defts on dismissing these actions, and upon hearing counsel for the appellant and for the Defts, and upon reading the said judgment; And the Plt by his counsel waiving his right, under the agreement dated &c., to carry on business under the style of B. O. and Co., and also waiving his right, if any, to prevent the Deft B. O. from carrying on, directly or indirectly, within the radius of fifty miles of E. any business of

dyeing or furnishing, or any similar business, or being in any way connected therewith; This Court doth discharge the said judgment, so far as the same dismissed these actions, and doth declare that the rest of the said agreement ought to be specifically performed and carried into effect, and doth order and adjudge the same accordingly; Let an inquiry be made whether anything, and if anything what, is payable by the Plt to the Defts under the said agreement, and whether any, and if any, which, of the liabilities which the Plt thereby agreed to discharge are still undischarged; And Let, upon payment of what, if anything, shall be certified to be payable by the Plt to the Defts, and upon the discharge of such liabilities as aforesaid, including mortgage debts, the Defts B. O., A. A., and E. O., execute to the Plt H. a proper conveyance of the property comprised in the said agreement, such conveyance to be settled by the Judge in case the parties differ.—Deft to pay costs below and of appeal.—Costs of inquiry reserved.—See *Hawksley v. Outram*, C. A., 29 July, 1892, A. 1557; *S.C.*, (1892) 3 Ch. 359, 376.

(IV.)—GRANT OF ANNUITY.

Agreement to grant Annuity enforced with Modifications.

DECLARE that the agreement contained in the letter of &c., in the pleadings mentioned, ought to be specifically performed with the modifications which are embodied in the declarations next hereinafter contained, and which appear by the evidence in this action to have been agreed upon by the Plt K. and the Deft, and adjudge the same accordingly; And Declare that the Plts K. and C. (*an infant*) are respectively entitled to have paid to them by the Deft the annuities hereinafter mentioned, that is to say &c.; And Let the Deft pay to the Plts such respective annuities according to the above declarations; And Let a further deed or deeds of covenant by the Deft for payment of the said annuities be settled &c.; And Let such deed be executed by the Deft and the Plt K.; And Let the said Deft within — weeks after &c., pay to the Plt K. the arrears of the said annuities, and the Plt's costs of action.—*Keenan v. Handley*, V.-C. K., 7 June, 1864, A. 1192; 12 W. R. 930; *affd.* 2 D. J. & S. 283.

For decree for specific performance of an agreement to grant an annuity on a dissolution of partnership, directing a deed to be settled, and payment of arrears, see *Aubin v. Holt*, V.-C. W., 23 Nov. 1855, A. 172; 2 K. & J. 70.

NOTES.

In *Keenan v. Handley*, *sup.*, the consideration was a release from an alleged promise of marriage.

As to the jurisdiction in the case of agreements to grant or sell annuities, *v. sup.* p. 1835; and that in such cases time is of the essence, *v. sup.* p. 1847.

An agreement to grant an annuity means an annuity to be secured by deed: *Aubin v. Holt*, 2 K. & J. 66; and see *Dickson v. Gayfere*, 1 D. & J. 655.

(V.)—PERSONAL SERVICES.

Agreement to employ a Manager of Works at a Percentage on Trade Profits.

DECLARE &c. [Forms 1—4, p. 1832]; “And Let the following &c.: 1. An inquiry when the engagement of the Plt under the said agreement ceased; 2. An account of the profits of the business carried on by the Deft G. at &c., in each year from the — of — to the termination of the Plt’s engagement, such account terminating on the — of — in each year except for the last year of the Plt’s engagement, and as to such year terminating on the day when the Plt’s engagement ceased; 3. An account of what, if anything, is due to the Plt from the Deft, allowing the Plt £— p. c. on the profits hereinbefore directed to be ascertained, and regard being had to the provisions in the agreement for a guaranteed minimum of £500 per ann., and after allowing to the Deft all sums paid by him to the Plt on account of the said guaranteed minimum or £— p. c. on the said profits.”—*Adjourn &c.—Rishton v. Grissell*, V.-C. W., 19 July, 1867, B. 2106; *S. C.*, 5 Eq. 326; 10 Eq. 393.

NOTES.

Agreements for the performance of personal services involving zeal and confidence are in general obviously incapable of being specifically enforced: *v. sup.* p. 1837.

But under special circumstances, *e. g.*, where the employment has ceased, but the agreement remains unperformed on the part of the person receiving the benefit of the services, the judgment will be made as a foundation for directions for account or other relief: *Rishton v. Grissell*, Form 1, *sup.*; and see *Daggett v. Ryman*, 16 W. R. 302; Vol. I. pp. 464, 467.

The judgments in these cases are analogous to judgments for the execution of partnership deeds or declarations of right to share as partners as foundations for further relief: *v. sup.* pp. 1793, 1794.

In *Rishton v. Grissell*, *sup.*, the Plt had been engaged as manager of iron-works, which had been subsequently sold.

On subsequent proceedings in the cause, it was held that the Deft was not entitled to deduct interest on capital or the guaranteed £500 in estimating profit and loss; that he was entitled to deduct depreciations from the running out of his lease, and waste of plant and machinery; that the Plt was not entitled to take into account the excess of the proceeds of sale over the estimated value of the concern: *S. C.*, 5 Eq. 326; and that where the sums paid on account had been insufficient, the Plt was entitled to interest from the time of demand only: *S. C.*, 10 Eq. 393.

(VI.)—COMPROMISE OF RIGHTS.

Agreement for Compromise of Rights under a Will.

“DECLARE that the agreement of the — of —, as altered by the agreement of the — of —, in the pleadings mentioned, ought to be specifically performed and carried into execution, and order and adjudge the same accordingly; And Declare that the valuation stated in the statement of defence of all the Defts except P. to have been made on the — of — is valid and binding upon all the persons interested in

the residuary estate of M. the testator; And Let the Plt and Defts (other than P.) execute to each other mutual conveyances and assurances of the properties comprised in such valuation; And Let the Deft P. concur so far as may be necessary in such conveyances and assurances which are to be settled &c."—Direction to tax costs.—"And Declare that the said costs are payable out of the testator's estate, and are a charge on his residuary estate."—Liberty to apply as to raising such costs.—"And Let an inquiry be made whether any, and what, part of the real and personal estate of the testator is outstanding or undisposed of."—Adjourn &c.—*Re Mence, Harrison v. Mence*, V.-C. H., 28 July, 1877, B. 1741.

For order staying proceedings in a suit on the terms of an agreement for compromise, see *Hakes v. Hodgkin*, M. R. at Chambers, 17 May, 1877, A. 1234.

NOTES.

Where a suit was actually pending, an agreement for compromise could not, before the commencement of the Judicature Acts, be enforced in that suit: *Pryer v. Gribble*, 10 Ch. 534; *Richardson v. Eyton*, 2 D. M. & G. 79; unless it related solely to the prosecution of the suit: *per James, L. J.*, in *Pryer v. Gribble*, 10 Ch. 540; or did not involve equities distinct from those appearing on the record in the existing cause: *Askew v. Millington*, 9 Ha. 65.

Since the Judicature Acts, it has been held that an order may be made on motion or summons in the existing suit, staying proceedings in that suit, in accordance with the terms of the compromise: *Eden v. Naish*, 7 Ch. D. 781; *Hakes v. Hodgkin*, *sup.*; and see *Scully v. Ld. Dundonald*, 8 Ch. Div. 658; but the Court refused at the hearing of such an application to direct an inquiry as to damages caused by the repudiation of the agreement: *Eden v. Naish*, 7 Ch. D. 788.

An agreement for compromise with a local board, under the Public Health Act, 1875, not being a contract "for carrying the Act into execution" within sect. 173, can be enforced, though not under the seal of the board: *A. G. v. Gaskill*, 22 Ch. D. 537.

A Plt who receives a sum of money under a compromise, which is afterwards repudiated with his concurrence, will not be allowed to retain the money and proceed with his action: *Henderson v. Underwriting Assoc.*, 65 L. T. N.S. 732.

As to the consideration sufficient to support an agreement for compromise, *v. sup.* p. 113.

As to the proper scope of the pleadings and evidence in an action for specific performance of an agreement of compromise, see *Knowles v. Roberts*, 38 Ch. Div. 263.

SECTION V.—PROCEEDINGS IN DEFAULT OF COMPLIANCE.

The remedies open to a Plt, where the Deft refuses to comply with the judgment, are as follows:—

1. He may obtain an order fixing time and place for payment and conveyance, or a period within which the judgment is to be obeyed, and if this judgment be not obeyed, may proceed against the Deft for contempt.
2. If a purchaser of land, he may enforce the agreement by means of a vesting order, or by an order appointing a person to convey under sect. 14 of the Judicature Act, 1884.
3. He may apply for an order rescinding the agreement.
4. If a vendor, he may enforce his vendor's lien.

These remedies are dealt with in this section in order.

Clauses in agreements for sale of land, providing for re-sale, and charging the purchaser with the deficiency, were, before the Judicature Acts, enforceable at law and not in equity: *Dickinson v. L. C. & D. Ry. Co.*, 15 W. R. 141; but see *Rome v. Young*, 3 Y. & C. 199; *Nash v. Worcester Commrs.*, 1 Jur. N.S. 973.

(I.)—TIME AND PLACE FOR EXECUTION.

1. *Appointment of Time and Place for Execution—Agreement for Sale of Land—Purchaser's Action.*

"UPON motion &c., this Court doth appoint 12 of the clock at noon on — the — day of —, at Room 138, Royal Courts of Justice, in the county of Middlesex, as the time and place for payment of the balance of the purchase-money of the premises comprised in the contract in the pleadings mentioned, pursuant to the said judgment dated the — day of —; And Let the Deft at such time and place deliver to the Plt the conveyance of the premises comprised in the contract in the said judgment mentioned, settled by the Judge in pursuance of the said judgment, and referred to in the Chief Clerk's certificate dated &c., duly executed by himself, the said Deft, and by B. in the said conveyance named, together with all deeds and writings &c., on the Plt paying to the Deft at the time and place aforesaid the sum of £— appearing by the affidavit of P. filed &c. to be the total amount payable by the Plt to the Deft in respect of the sum of £— mentioned in the said judgment as being the balance of the purchase-money of the premises comprised in the said contract, together with interest thereon at the rate of £5 p. c. per ann. from the — of — to the — of —, less income-tax, after deducting from such balance the sum of £— appearing by the Taxing Master's certificate dated &c. to be the amount of the Plt's costs taxed pursuant to the said judgment."—Deft to pay to Plt his costs of the application and consequent thereon.—See *Dorling v. Evans*, V.-C. B., 18 July, 1878, A. 1455.

For similar order in a vendor's suit, see *Morley v. Clavering*, M. R., 18 July, 1861, B. 1531; 30 Beav. 108.

For similar order directing the Master to appoint a time and place for execution and payment, see *Urmston v. Singleton*, L. C., 23 July, 1749, B. 404.

For orders for attachment and sequestration against persons in contempt for disobedience to these or other orders of the Court, *v. Chap. XXVII.*, "EXECUTION."

For writ of *ne exeat regno* against a purchaser, see *Boehm v. Wood*, T. & R. 332, Vol. I., pp. 449, 451.

NOTES.

In default of compliance with the order fixing time and place for execution or payment, or a period within which the agreement is to be complied with, the person prosecuting such order may proceed at once to issue sequestration: O. XLIII. 6; 32 & 33 V. c. 62, s. 8; and as to the practice relating to sequestrations, see Dan. Ch. Pr. 912; 6th ed. 908 *et seq.*; and *sup.* Vol. I., pp. 392—404.

Where the default is not in payment of money, the Plt may move, on notice to the Deft, for a writ of attachment against him for non-compliance: O. XLIV. 2; and as to such process, see Dan. Ch. Pr. 906; 6th ed. 876; *Mayor, &c. of Hythe v. East*, 1 Eq. 620, *inf.* p. 1901.

As to the procedure where the default is in payment of money, see Vol. I., p. 369 *et seq.*; Sugd. 3rd ed. 531.

The Plt in a vendor's action may also in a proper case obtain a writ of *ne exeat regno* against the purchaser at any stage in the suit: *Boehm v. Wood*, T. & R. 332; and as to this writ, see Vol. I., pp. 449—451.

(II.)—VESTING ORDER.

2. *Agreement for Sale of Land—Purchaser's Action—Defaulting Party declared Trustee—Person appointed to Convey.*

"UPON motion &c., and upon reading &c. (*state evidence of default*), Declare that the Deft S. is a trustee of the hereditaments therein comprised within the meaning of the Trustee Act, 1850, and of the Act of the 15th and 16th V. c. 55; And Let the Plt be at liberty, on or before the — day of — next, to pay the sum of £—, the balance of the purchase-money of the said hereditaments, into Court as directed in the schedule hereto; And Let D. of &c., solr, be appointed to execute the engrossment approved by the Judge of the conveyance of the said hereditaments; And upon such payment into Court as aforesaid, Let the said D. convey the said hereditaments to the Plt in manner therein mentioned."—Deft to pay to the Plt his costs of action subsequent to the judgment, and of the application and consequent thereon.—[Add Lodgment Schedule, Form No. 3.]—*Warrender v. Foster*, V.-C. S., 31 Jan. 1854, B. 373.

For vesting orders under the Trustee Act, 1850, s. 30, where a Deft is unable to convey, see Vol. I., pp. 1059—1061; and Sect. II. (II.), Form 12, *sup.* p. 1865.

NOTES.

By the Trustee Act, 1850, s. 30, where any decree has been made in a suit for the specific performance of any contract concerning any lands, the Court may declare any of the parties trustees of such lands or any part thereof, and thereupon make such order as to their estates, rights, or interests, as it may make concerning the estates, rights, and interests of trustees.

After a judgment for conveyance, applications for vesting orders under this section may be made in Chambers: O. LV. 2 (8); Morg. p. 138.

It was held that a vesting order could not be made under this section in the case of an agreement to grant a lease: *Grace v. Baynton*, 25 W. R. 506; but such decrees were made in *Hodgson v. Bower*, and *Howell v. Palmer*, Vol. I., Form 7, pp. 1059, 1060.

(III.)—RESCISSION.

3. *Order rescinding Contract.*

UPON motion &c., Let the memorandum of agreement dated &c. in the judgment mentioned be rescinded; And Let all further proceedings in this action be stayed. Deft to pay Plt's costs of motion.—*Henty v. Schröder*, M. R., 25 July, 1879, A. 1668; S. C., 12 Ch. D. 666.

For like order staying proceedings, "except as to the recovery of the costs already ordered to be paid by the Deft to the Plts, or the costs of this application, and except as to any application," &c., see *Watson v. Cox*, V.-C. B., 11 Jan. 1873, B. 18; 15 Eq. 219.

If the parties interested are admittedly not parties to the action, &c., directions, consequent only on it being certified that all parties interested are parties to the action, are superfluous, and should be omitted: *Sykes v. Schofield*, 29 W. R. 68; *M. R.*, 17 July, 1880, B. 2803; *Sparkes v. Evans*, *M. R.*, 11 Feb. 1879, B. 226.

For decree in supplemental suit declaring that a contract for sale to the Deft of land conveyed to him ought to be rescinded, and directing inquiries what was the value of an unfinished building erected by the Deft in pursuance of a covenant in that behalf contained in the conveyance of the same land; what damages had been sustained by the Plts by reason of the Deft's default in performance of his covenant; Plts' costs to be taxed (including any costs incurred in the original suit remaining unpaid) from the foot of a previous taxation, and paid by the Deft within a limited time; in case they should not be paid, the Plts to be at liberty to set off the ascertained damages and costs from the certified value of the building and the purchase-money and interest, and the balance to be paid by the Deft to the Plts; and declaring the Deft a trustee for the Plts of the land conveyed, and vesting such land in the Plts for the estate therein of the Deft, see *Mayor, &c. of Hythe v. East*, V.-C. M., 17 Dec. 1866, A. 2909; *S. C.*, 1 Eq. 620.

NOTES.

Where the Deft refuses compliance with the judgment, the Plt is entitled, after a reasonable time, to an order, to be obtained on motion, declaring the agreement rescinded: *Foligno v. Martin*, 16 Beav. 586; *Sweet v. Meredith*, 4 Giff. 207; *Baker v. Williams*, 62 L. J. Ch. 315 (where the judgment comprised a declaration of lien with liberty to apply to enforce it).

But the Plt cannot at the same time obtain rescission of the contract and damages for the breach of it: *Henty v. Schroder*, 12 Ch. D. 666; Form 3, *sup.* (disapproving form of order in *Sweet v. Meredith*, *sup.*, and not following in this respect *Foligno v. Martin*, *sup.*, and *Watson v. Cox*, 15 Eq. 219; *sup.* p. 1900); *Hutchings v. Humphrey*, 33 W. R. 563.

Repudiation of a contract for a lease before the time for performance is not a breach of contract, unless the lessee elected to treat it as putting an end to the contract, except for the purposes of an action for such breach: *Johnstone v. Milling*, 16 Q. B. Div. 460.

In *Morgan v. Brisco*, 32 Ch. D. 192, the Deft having persistently endeavoured to evade both the judgment and an order on further consideration, the Plt having, pursuant to leave, deposited escrow and deeds with the proper officer, and filed affidavit that he had done so, the Deft was ordered within four days to pay the amount found due by the Chief Clerk's certificate, and subsequent interest at 5 p. c. (the rate specified in the contract), and to pay the Plt's costs of the application: see Form 8, *sup.* p. 1862.

Where the Deft asked for further time, a short period was fixed for payment: *Simpson v. Terry*, 34 Beav. 423.

Upon motion to rescind, an application by the Deft for a return of the deposit was refused: *Dunn v. Vere*, 19 W. R. 151.

In *Mayor, &c. of Hythe v. East*, orders had been made fixing periods for compliance, and finally an order for attachment, but the Deft absconded before the order was drawn up. A motion to assess the damages having been made and refused (*S. C.*, 1 Eq. 620), a supplemental suit was commenced and a decree obtained as above stated.

Where the mistake in a deed or contract is mutual, the remedy is to rectify by substituting the terms really agreed on. When the mistake is unilateral, the remedy is rescission, but the Court may give to the Deft the option of taking what the Plt meant to give in lieu of rescission: *Paget v. Marshall*, 28 Ch. D. 255; and see *inf.* Chap. LI. p. 1914.

(IV.)—VENDOR'S LIEN.

4. *Agreement for Sale—Vendor's Lien declared at the Hearing.*

DECLARE &c. [Forms 1—4, p. 1832].—Account of what is due to Plt for principal and interest in respect of the purchase-money.—Defts to

pay the amount within three months after the date of the certificate, and thereupon and upon payment of costs conveyance to be executed &c.—Defts to pay Plt's costs of action.—“And Declare that the Plt is entitled to a lien upon the said hereditaments in respect of the said purchase-money, with interest thereon at the rate of £5 p. c. per ann. from &c., until payment, and also for the Plt's said costs: And in case of default being made in such payment or payments as aforesaid, the Plt is to be at liberty to apply to this Court to enforce such lien.”—Liberty to apply generally.—*Heath v. Metn. Ry. Co.*, M. R., 26 Jan. 1869, A. 204; *Lycett v. Stafford and Uttoxeter Ry. Co.*, V.-C. B., 23 June, 1871, B. 1754; S. C., 13 Eq. 261. See also *Wing v. Tottenham and Hampstead Ry. Co.*, V.-C. M., 13 Nov. 1867, B. 2673; affd. 3 Ch. 740; *Bee v. Stafford and Uttoxeter Ry. Co.*, 23 W. R. 868.

For like decree, with liberty to apply “as to enforcing the lien by sale or otherwise,” see *Williams v. Aylesbury and Buckingham Ry. Co.*, L. C. for M. R., 10 Feb. 1872, B. 486; 21 W. R. 819; *Ware v. Same Co.*, 21 W. R. 819.

And for decree enforcing vendor's lien, see *Munns v. Isle of Wight Ry. Co.*, L. J. G., 7 May, 1870, B. 1275; 5 Ch. 414.

The declaration of lien will not be made on motion for judgment in default of defence, if not claimed by the Plt: *Tacon v. National Standard, &c. Co.*, 66 L. J. Ch. 529; W. N. (87) 18.

5. Subsequent Order enforcing Lien by Sale—Leave to Bid.

UPON motion &c., “Let the lands and hereditaments comprised in the agreement in the judgment mentioned be sold with the approbation of the Judge, free from all claims of the Deft co. and of all persons claiming through the co., and the Plt is to be at liberty to bid and become the purchaser at any such sale.”—Defts to pay the costs of the application.—Liberty to apply.—*Lycett v. Stafford and Uttoxeter Ry. Co.*, V.-C. B., 18 Jan. 1872, B. 156; 13 Eq. 261.

For like order on petition, with directions to pay the proceeds of the sale into Court, subject to further order, and for the appointment of receiver, without prejudice to a similar order in the suit of *Ware v. Aylesbury and Buckingham Ry. Co.*, as in Vol. I., Form 31, p. 648, see *Williams v. Same Co.*, L. C. for M. R., 4 July, 1873, B. 2274.

6. The Like—Order after attempted Sales—Injunction and Delivery of Possession.

DISCHARGE order for sale.—“And notwithstanding the judgment &c., Let the Defts within one month after service of this order lodge in Court, to the credit &c., the several sums of £—, together with £— interest thereon, as directed in the schedule hereto; and in default of such lodgment by the time aforesaid, Let the Defts, the A. and B. Co., their directors, officers, servants, and agents, be restrained by injunction from running or causing or permitting to be run over the lands and hereditaments in the pleadings mentioned, or any part thereof, any train, engine, carriage, truck or waggon, and from continuing, or being in possession of, or using the said lands and hereditaments, or

any part thereof, until further order; And Let the Plt be put into possession of the said lands and hereditaments."—[Add Lodgment Schedule, Form No. 1.].—See *Williams v. Aylesbury and Buckingham Ry. Co.*, L. C. for M. R., July, 1873, B. 2380; *Allgood v. Merrybent and Darlington Ry. Co.*, Chitty, J., 33 Ch. D. 571.

7. Declaration of Lien for Unpaid Purchase-money and Future Instalments.

DECLARE that the agreement, dated &c., as varied by the said award in writing dated &c., by the said F., so far as the same remains unperformed and not carried into execution, ought to be performed and carried into execution as between the Plt and the Deft H. E. N., and order and adjudge the same accordingly; And Let an account be taken of what is due from Deft H. E. N. to the Plt under the said agreement, as varied by the said award, for unpaid purchase-money and interest; And in taking such account, any sum or sums of money for which judgment has been already obtained by the Plt in any action against the Deft H. E. N. are to be deducted, together with all other just allowances; Let the Deft H. E. N., within fourteen days after the filing of the Chief Clerk's certificate, pay to the Plt what upon taking the said account shall be certified to be due from the said Deft to the Plt; Declare that the Plt is entitled as against all the Defts to a lien on the leasehold interest of the Plt under the indentures of lease dated &c., in the pleadings mentioned, in the house numbered &c., and other premises comprised in the said lease, for the entirety of the purchase-money for the time being unpaid on the account above-mentioned, and for the future instalments mentioned in the said award, and any interest which may be due on any instalment for the time being in arrear and unpaid; And as against the Deft H. E. N. also for his costs of this action; And the Plt is to be at liberty to apply in Chambers for directions as to the enforcement of such lien in case the Deft H. E. N. shall not pay what shall be so certified to be due from him, or any future instalment of the said purchase-money, and for enforcing his security against the Turkish Bonds mentioned in the statement of claim.—Defts to pay Plt's costs of this action to be taxed &c.—*Nives v. N.*, 1880, B. 1352; 15 Ch. D. 649.

8. Payment of Purchase-money into Court or Delivery of Possession.

UPON motion &c. by counsel for the Plt, and upon hearing &c. for Deft, Let the Deft A. B., on or before &c., lodge in Court, as directed in the Schedule hereto, £— (being the unpaid balance of his purchase-money for the premises, E. House &c.), together with interest on such balance at the rate of £4 p. c. per ann. from &c. And in default of such payment being made by the time aforesaid, Let the Deft A. B., on or immediately after the — day &c., deliver up possession of the aforesaid premises to the Plt C. D. And in that case Let the Deft A. B.,

on or before &c., or subsequently, within four days after service of this order, lodge in Court, as directed in the said Schedule, interest on the said £— at the rate aforesaid, from &c.—Schedule.—*Greenwood v. Turner*, *Kekewich*, J., 6 Feb. 1891, A. 247, P.; S. C., (1891) 2 Ch. 144.

For decree for specific performance including in the taxation all costs, charges, and expenses properly incurred and payable under the agreements, and upon the Plt executing a proper conveyance of the lands, and delivering upon oath all deeds and writings relating exclusively to the lands taken, and undertaking to execute a proper covenant for the production of the title deeds relating to the said lands and other lands of the Plt, directing the Defts to pay to the Plt what should be certified to be due, &c., and declaring Plt's lien, see *Vyner v. Hoylake Ry. Co.*, M. R., 22 Jan. 1868, B. 195; 17 W. R. 92.

For further order on petition to compute subsequent interest and costs, and for a sale, the proceeds to be paid into Court, with leave to apply in Chambers for payment out, see S. C., M. R., 21 Nov. 1868, B. 3024.

For order committing the conduct of the sale to the (official solr) with leave to the Plts to bid, see S. C., M. R. at Chambers, 29 July, 1869, B. 2317.

For order for the Plt, who had been allowed the purchaser, to retain his purchase-money out of the balance certified to be due to him under the decree, and for possession and conveyance, see S. C., M. R. at Chambers, 15 Dec. 1869, B. 3176.

For the final order on motion for writ of assistance to issue to put the Plt into possession, see S. C., M. R., 2 June, 1870, B. 1394.

For order on motion, after decree declaring the lien and giving liberty to apply in case of default by the Defts, directing a sale of the lands, or so much thereof as should be necessary to raise the amount certified to be due, with subsequent interest and costs, the proceeds to be paid into Court, and giving leave to apply in Chambers for payment out, see *Wing v. Tottenham and Hampstead Ry. Co.*, V.-C. M., 19 June, 1868, B. 1607.

For decree enforcing vendor's lien, after judgment in an action on the agreement, declaring the lien for the principal money and interest in the pleadings mentioned, or for so much thereof as remained unpaid, and that the said lien ought to be enforced by sale, or otherwise, under the direction of the Judge, with inquiries and directions accordingly, see *Walker v. Ware, &c. Ry. Co.*, M. R., 4 Dec. 1865, B. 2481; 1 Eq. 195; followed in *Pell v. Northampton, &c. Ry. Co.*, M. R., 14 July, 1868, B. 2281; S. C., 2 Ch. 100.

For decree in suit for specific performance declaring the vendor entitled to a lien, and directing an immediate sale, see *Sedgwick v. Watford, &c. Ry. Co.*, M. R., 7 March, 1867, B. 617; 36 L. J. Ch. 379.

NOTES.

Lien, when arising.—If it be expressed or can be inferred that it was the intention of the parties that the sale or transfer should be subject to the condition that the purchase-money should be paid, or the thing contracted to be done by the vendee should be performed, the vendor's lien will attach; *secus*, if the engagement to do or pay was to be the consideration for the transfer: *per V.-C. B.*, in *Re Albert Life Assurance Society*, 11 Eq. 164, 178.

And accordingly the vendor's lien was held not to attach in the case of a sale for an annuity where there was no intention implied that the annuity was to be a charge on the estate: *Dixon v. Gayfere*, 1 D. & J. 655; nor in the case of a sale for an annuity with an agreement to pay a further sum on contingency: *Parrott v. Sweetland*, 3 My. & K. 655; *Clarke v. Royle*, 3 Sim. 499; nor in the case of a sale for a sum to be paid out of moneys which might be received in respect of sales of shares or borrowed capital: *Re Brentwood Brick and Coal Co.*, 4 Ch. D. 562; nor in respect of arrears of rent-charge reserved on a conveyance: *E. of Jersey v. Briton Ferry, &c. Co.*, 7 Eq. 409; nor in respect of the costs of an arbitration under the L. C. C. Act: *E. Ferrers v. Stafford and Uttoxeter Ry. Co.*, 13 Eq. 524.

The vendor's lien prevails against a railway co. in respect of unpaid pur-

chase-money: *Bp. of Winchester v. Mid Hants Ry. Co.*, 5 Eq. 17; unless the consideration be a rent-charge: see *E. of Jersey v. Briton Ferry Co.*, 7 Eq. 409; or the nature of the contract is such as to exclude the lien: see *Brntwood, &c. Co.*, 4 Ch. Div. 562; and notwithstanding deposit and bond under the L. C. C. Act, s. 85: *Wing v. Tottenham and Hampstead Ry. Co.*, 3 Ch. 740; and in respect of compensation for severance: *Walker v. Ware, &c. Ry. Co.*, 1 Eq. 195; and the fact that the railway is open for public use does not affect the lien: *E. of Jersey v. South Wales Mineral Ry. Co.*, 19 L. T. N.S. 446; *Walker v. Ware, &c. Ry. Co.*, 1 Eq. 195.

Under ordinary circumstances, a vendor's lien for unpaid purchase-money will prevail against a subsequent purchaser whose estate is equitable only: *Kettlewell v. Watson*, 21 Ch. D. 685; 26 Ch. Div. 501; and see *National Provincial Bank of England v. Jackson*, 33 Ch. Div. 1.

The doctrines of vendor's lien are applicable to other subjects no less than to land: *Re Albert Life Assurance Co.*, 11 Eq. 178.

Enforcement of Lien.—The lien may be enforced by sale and the appointment of a receiver: *Munns v. Isle of Wight Ry. Co.*, 5 Ch. 414; *Wing v. Tottenham and Hampstead Ry. Co.*, 3 Ch. 740; *A. G. v. Sittingbourne Ry. Co.*, 1 Eq. 636;

—but not in the first instance by injunction: *Munns v. Isle of Wight Ry. Co.*, 5 Ch. 414; overruling *Cosens v. Bognor Ry. Co.*, 1 Ch. 594; nor by interim injunction until sale: *Lycett v. Stafford and Uttoxeter Ry. Co.*, 13 Eq. 261; the decision in *E. St. Germans v. Crystal Palace Ry. Co.*, 11 Eq. 568, not being followed; and see Vol. I., p. 610.

After one unsuccessful attempt to sell, an injunction was refused: *Williams v. Aylesbury and Buckingham Ry. Co.*, 21 W. R. 819; but was granted after the failure of a second attempt: *S. C.*, Form 6, p. 1902.

And where the land was unsaleable, and an attempt to sell would only cause extra expense, the Court granted an injunction: *Allgood v. Merrybent and Darlington Ry. Co.*, 33 Ch. D. 571.

Where the declaration of lien has been omitted in the judgment, it may be supplied on petition (*Heriot v. L. C. & D. Ry. Co.*, 16 L. T. N.S. 473), except in cases where the interests of subsequent incumbrancers would be affected, when it can only be supplied by supplemental action, not on petition in the original action: *A. G. v. Sittingbourne and Sheerness Ry. Co.*, 1 Eq. 636.

The declaration of lien does not deprive the vendor of his right to rescission: *Baker v. Williams*, W. N. (93) 14; 62 L. J. Ch. 315.

The subsequent orders enforcing the lien may be obtained either on motion (*Lycett v. Stafford and Uttoxeter Ry. Co.*, 13 Eq. 261, Form 5, *sup.* p. 1902) or on petition: *Williams v. Aylesbury and Buckingham Ry. Co.*, 21 W. R. 819; *E. St. Germans v. Crystal Palace Ry. Co.*, 11 Eq. 568.

In an action by a vendor, whose purchase-money was payable by instalments, for specific performance and declaration of lien, liberty was given to apply in respect of future instalments as they accrued due: *Nives v. N.*, 15 Ch. D. 649; and see Form 7, *sup.* p. 1903.

Land, when sold under the order, is discharged from all claims of the public to use it as a highway: *Munns v. Isle of Wight Ry. Co.*, 5 Ch. 414; where the words "free from all claims of the co. and of all parties claiming through the co." were inserted in the order.

The vendor of a policy of assurance is, in respect of his lien, a secured creditor within sect. 168 of the Bankruptcy Act, 1883: *Re Burr, Exp. Clarke*, W. N. (92) 122, 138.

Where vendors allowed the conveyance to be registered, so that the purchaser had apparent power to dispose of the land absolutely, they were held to have waived their lien as against purchasers from him: *Kettlewell v. Watson*, 26 Ch. Div. 601.

Determination of Lien.—Mere personal security for payment is not sufficient to take away the lien: *Exp. Loaring*, 2 Rose, 79; *secus*, a mortgage, though for a part of the purchase-money only: *Bond v. Kent*, 2 Vern. 280.

As to circumstances in which the lien is discharged, *v. sup.* Vol. II. p. 1711.

And as to the vendor's lien generally, see *Mackreth v. Symmons*, 1 L. C. Eq. 324; 6th ed. 355.

CHAPTER LI.

SPECIFIC RELIEF.

SECTION I.—LOST INSTRUMENTS.

1. *Terms of Lost Settlement established from the Draft.*

“DECLARE that the indenture of settlement in the pleadings mentioned was, on the — of —, duly executed by S., B., C., H., and J. (*parties to the missing indenture*), and that the draft from which the said indenture was engrossed was in the words and figures following, that is to say:—‘This indenture, made’ &c. (*verbatim recital of the draft, with schedules*).”—Directions for taxation and payment of costs.—Liberty to apply.—*Schofield v. S.*, M. R., 19 Jan. 1878, B. 248; following the form in *Irwin v. I.*, *inf.* p. 1917.

In *Schofield v. S.*, *sup.*, the draft was filed in the Report Office.

The draft of the deed may be conveniently set forth in a schedule and referred to in the judgment, as follows:—“And that the draft from which, &c., was in the words and figures set forth in the schedule hereto.”

For decree directing a draft settlement to be enrolled in Court, it appearing that the settlement had been duly executed by all proper parties in the terms of the draft, and that such settlement had been lost or mislaid and could not be found, although due search had been made for it, see *Clifton v. Tempest*, M. R., 10 Aug. 1859, A. 2644.

2. *Inquiries as to Lost Settlement, Parties interested, and Property comprised.*

LET the following &c., that is to say: 1. An inquiry whether there is any and what issue of the marriage between the Defts B. and F., his wife; 2. An inquiry whether any and what settlement was executed upon or previously to the marriage of the said B. and F., his wife, and whether such settlement is in existence (or what has become of the same); 3. And if it shall appear that such settlement is not in existence (or is not now forthcoming), an inquiry what were the terms and provisions of the said settlement, and of what particulars the property comprised therein, or affected thereby, consisted at the date of the said settlement, and of what the same now consists.—Adjourn &c.—*Bulkeley v. B.*, M. R., 20 July, 1841, A. 1147.

For decree directing an inquiry whether any and what notice of a settlement had been given by any and what persons, and when and to whom, the Court being of opinion that there was sufficient evidence to show that a

settlement of the trust funds in the pleadings mentioned had been executed upon the marriage of the Deft H. with the Plt, and that such funds were thereby settled upon trust for the wife for life, and then for the husband for life, with remainder, at the death of the survivor, to the children of the marriage who should attain the age of twenty-one years, in equal shares, see *Hall v. Dawson*, M. R., 22 Jan. 1862, A. 159; 7 L. T. N.S. 519.

3. Lost Settlement—Further Order.

“DECLARE that the land at —, comprised in &c., and the £— Cons., and also the real and personal property which shall devolve upon the Deft F., the wife of the Deft B., during the marriage of the said Defts, are subject to the trusts of the indenture of settlement executed upon such marriage, as in the said (certificate) mentioned; And Let all proper parties join in executing a deed of settlement of the trust property hereinbefore set forth, pursuant to the terms in the said (certificate) mentioned, as the Judge shall direct, such settlement to be settled &c.”—Tax all parties’ costs of action as between solr and client —“And of and incident to the preparation and execution of the said deed of settlement.”—Trustees to retain and pay them out of the trust funds.—Liberty to apply.—See *Bulkeley v. B.*, M. R., 15 Feb. 1842, A. 498.

4. Lost Title Deeds—Inquiry in Suit for Redemption.

AND it appearing that the deeds hereinafter mentioned came into the possession of the solrs to the mortgagees in the pleadings named, Let the following &c.: 1. An inquiry whether the three deeds, dated respectively &c., or any and which of them, after they so came into the possession of the solrs of the mortgagees, have been lost or mislaid by the mortgagees, or any of them, or by their agents, or the agents of any of them; 2. An inquiry when and under what circumstances such deeds have been lost, or are not now forthcoming.—Adjourn &c.—See *Ld. Middleton v. Elliot*, V.-C. E., 21 April, 1845, B. 934; 15 Sim. 531.

For like inquiry and account, Deft paying into Court the amount claimed on the mortgage, see *Stokoe v. Robson*, M. R., 20 July, 1814, B. 1502; 3 V. & B. 51.

For an inquiry in like suit what title deeds, evidences, and writings relating to the mortgaged estate were delivered to the mortgagee by a deceased mortgagor, or by any other person or persons by his order, and what has become of the same, see *Shelmardine v. Johnson*, V.-C., 31 July, 1819, B. 2003; 6 Mad. 40.

For an inquiry what ought to be allowed as a sufficient compensation for the damage done to an estate by the destruction of title deeds, and direction to set off the amount which should appear proper against what should be due for principal and interest on a mortgage, see *Hornby v. Matcham*, V.-C. E., 4 Aug. 1848, A. 2321; 16 Sim. 327; *Brown v. Sewell*, 11 Ha. 49.

5. The Like—Further Order—Indemnity.

DECLARE Plt entitled to redeem; And the Plt having paid the Defts’ principal money, the Defts to re-convey and deliver all deeds &c., and

repay interest accrued after the expiration of six months' notice to pay off the mortgage, and paid without prejudice;—"And Let the Defts, at their expense, give to the Plt a good and effectual indemnity or security in respect of the loss of the several deeds, dated &c., to indemnify the Plt, his heirs and assigns, and his and their estate and effects, and the mortgaged hereditaments in the pleadings mentioned, from and against all loss, costs, charges, damages, and expenses, and other consequences which the Plt, his heirs or assigns, or the said hereditaments, shall or may incur, sustain, or become liable to, for or by reason of, or on account or in respect of, the said loss of the said title deeds in any manner howsoever; And Let such indemnity or security be settled &c."—Defts to pay Plt's costs of action.—*Ld. Middleton v. Eliot*, V.-C. E., 11 Mar. 1847, B. 821; 15 Sim. 531.

For like order directing the Plt, at her own expense, to execute to the Deft her bond to indemnify the said Deft against any demand which might be made upon him, in respect of the mortgage deeds in the pleadings mentioned, such bond to be settled, &c., see *Stokoe v. Robson*, M. R., 16 June, 1815, B. 1195; 19 Ves. 385; and for the form of such bond, see 6 Madd. 41, n.

For decree declaring that the Deft was bound to indemnify the Plt against all liability and loss in respect of a lost bill of exchange, and directing the Deft, before &c., or within one week after service, to take up such bill and pay what is due in respect thereof, see *Foligno v. Goldner*, V.-C. K. B., 22 Jan. 1849, A. 681; and see *Graham v. Needham*, V.-C. K. B., 21 Feb. 1848, A. 740.

6. *Will found after Administration Judgment under prior Will—Inquiry as to Parties—Notice to proceed, in Default Distribution.*

"UPON the petition &c., Let an inquiry be made who are the persons interested in setting up the document in the petition mentioned, dated, or purporting to be signed by the testator B. on, the — of —, as a will of the said testator; And Let notice be given to the said persons, in such manner as the Judge in Chambers shall direct, that if they do not, within a time to be determined by the Judge in Chambers, and stated in such notice, take proceedings to set up the said document, and within the same time give notice to the Plt and Defts that such proceedings, and what proceedings in particular, have been taken, the testator's estate will be distributed pursuant to the said judgment dated &c., and the subsequent orders in this action, upon the footing that the will and codicils mentioned in the said judgment were the only testamentary dispositions of the said testator."—Respondents to be at liberty to attend proceedings.—"And stay all future proceedings in this action, except the proceedings to be taken under this order, until the inquiry hereinbefore directed has been made."—Costs to be costs in the action.—Liberty to apply.—See *Harrison v. Every*, V.-C. B., 26 Feb. 1876, A. 377; 34 L. T. N.S. 238.

For the like order, with liberty for the Plt (the mortgagor) to take such proceedings as he might be advised against the person named in the certificate, or against such person as he might be advised for the recovery of the

mortgage deed, see *James v. Rumsey*, V.-C. H., 15 March, 1879, A. 1025; 11 Ch. D. 398.

NOTES.

JURISDICTION.

The equitable jurisdiction in cases of loss or accidental destruction of deeds and documents is threefold:—

1. Relief may be obtained by persons claiming under the missing instruments for the purpose of establishing estates or interests created by them, whether actually contested or not: *Schofield v. S.*, Form 1, *sup.* p. 1906; *Hall v. Dawson*, 7 L. T. N.S. 519; or to establish possession where a document of title is lost: *Walmsley v. Child*, 1 Vez. 344; Story, § 84.

2. A mortgagor whose title deeds have been negligently lost by the mortgagee may commence a suit for redemption, and for a proper indemnity and compensation, so as to establish the loss: *Lord Midleton v. Eliot*, 15 Sim. 531; Forms 4 and 5, *sup.* p. 1907; or for delivery of the deeds or indemnity: *Brown v. Sewell*, 11 Ha. 49; and see *Stokoe v. Robson*, 3 V. & B. 51; *Luccraft v. Hite*, 2 Ha. 14, n.; and so where the deeds were destroyed by the mortgagee under hallucination: *Hornby v. Matcham*, 16 Sim. 325; *secus*, where the deeds were proved to have been stolen without any fault on the part of the mortgagee: *Smith v. Bicknell*, 3 V. & B. 51, n.; or lost notwithstanding due care: *Woodman v. Higgins*, 14 Jur. 846; *et v. sup.* Vol. II. p. 1614.

3. A suit may be instituted for payment or satisfaction of lost bonds or instruments under seal, where the legal remedy would formerly have been unavailable or inadequate, or of lost instruments under seal, or not under seal, upon terms as to security or indemnity which the Courts of Common Law could not formerly have considered: *England v. Lord Tredegar*, 1 Eq. 344; *Bushnan v. Morgan*, 5 Sim. 635; *East India Co. v. Boddam*, 9 Ves. 464; *Walmsley v. Child*, 1 Vez. 344; *Whitfield v. Fausset*, 1 Vez. 392; Story, Eq. Jur. § 81;

— but not for relief in respect of a destroyed bill of exchange: *Wright v. Lord Maidstone*, 1 K. & J. 701.

The increase of the powers of the Courts of Common Law in dispensing with *proft*, and in respect to indemnity, did not affect the equitable jurisdiction in these cases: *Wright v. Lord Maidstone*, 1 K. & J. 701, 708; *Toulmin v. Price*, 5 Ves. 328; *Atkinson v. Leonard*, 3 Bro. C. C. 218.

By the C. L. P. Act, 1854 (17 & 18 V. c. 125), s. 87, Courts of Common Law were empowered to order that the loss of a bill of exchange or other negotiable instrument, should not be set up in an action founded on the instrument, if a proper indemnity were given to the satisfaction of the Court, or a Judge, or a Master, against the claim of any third person upon such instrument: see *King v. Zimmerman*, L. R. 6 C. P. 466.

An order under this section could only be obtained on application before the trial: *Conflans Quarry Co. v. Parker*, L. R. 3 C. P. 1, 13.

Since the commencement of the Jud. Acts, relief in respect of lost instruments, whether under the C. L. P. Act or under the general jurisdiction of Equity, may be obtained in any Division of the High Court.

On the commencement of a suit to obtain the benefit of a missing instrument upon which an action at law would lie, it was formerly necessary that an affidavit should be filed stating that the instrument was lost, or not in the Plt's custody: *Walmsley v. Child*, 1 Vez. 344; *Anon.*, 3 Atk. 17; Dan. Ch. Pr. 5th ed. 320; as a security for the propriety of the suit: *Cuckell v. Bridgeman*, 4 Beav. 499; unless the loss was admitted by the Def't's answer: *Crosse v. Bedingfield*, 12 Sim. 35; the principle being that no change of jurisdiction from Law to Equity should be made without the security of an oath: *Dormer v. Fortescue*, 3 Atk. 132; *Whitchurch v. Golding*, 2 P. Wms. 541.

EVIDENCE.

In all cases of lost instruments evidence must be adduced to prove:

(a) the existence of an instrument to the effect alleged: *Padwick v. Wittcomb*, 4 H. L. C. 431; and, in the case of a note, that it was genuine: *Goodier v. Lake*, 1 Atk. 446;

(b) "some ground that it is lost or cannot be come at": *Whitfield v. Fausset*, 1 Vez. 389; but strict evidence of the loss was not required where the deed was admitted to be missing: *Abington v. Green*, 14 W. R. 852.

As to what evidence of loss is sufficient, see *Hart v. H.*, 1 Ha. 1; Taylor, Ev. 387; 8th ed. 396.

And see as to secondary evidence of the contents of lost instruments by the production of—

- unattested copy, memorials, &c.: *Tunstall v. Trappes*, 3 Sim. 308;
- copy of faculty against the interest of the person having it in his custody: *Isham v. Wallace*, 4 Sim. 25;
- copy of draft: *Green v. Bailey*, 15 Sim. 542; *Waller v. Horsfall*, 1 Camp. 501;
- drafts and memoranda, &c. of contents of lost drafts: *Waldy v. Gray*, 20 Eq. 238;
- drafts and corroborative evidence: *Ward v. Garnons*, 17 Ves. 134;
- draft and copy: *Abington v. Green*, 14 W. R. 852;
- entries in private ledger of settlor as to lost declaration of trust: *Re Booker*, B. v. B., 54 L. T. N.S. 239;
- recitals in another deed, and solr's bill: *Skipwith v. Stanley*, 11 Ves. 64;
- recitals in another deed against the interest of the person in possession: *La Touche v. Hutton*, 1 R. 9 Eq. 166;
- parol evidence: *Hall v. Dawson*, 7 L. T. N.S. 519; *Sugden v. Lord St. Leonards*, 1 P. Div. 154;
- counterpart, or in default copy, or in default parol evidence: *Villiers v. V.*, 2 Atk. 71.

Missing instruments are in general presumed to have been duly stamped, unless some evidence to the contrary be given, when the burden of proof is shifted to the person setting up the instrument: *Marine Investment Co. v. Havaside*, L. R. 5 H. L. 624; Taylor, Ev. 161; 8th ed. 168; *Closmadeuc v. Carrell*, 2 Jur. N.S. 474.

Mere parol evidence of the contents of an unstamped deed was not admitted: *Smith v. Henley*, 1 Ph. 391; *secus*, where the evidence was a draft or other writing admitting of being stamped: *Blair v. Ormond*, 1 D. & S. 428; *Bousfield v. Godefroy*, 5 Bing. 418; *per* Lord Lyndhurst in *Smith v. Henley*, 1 Ph. 391, 395.

INDEMNITY AND COMPENSATION.

The indemnity should extend to any such costs, damages, and expenses as the party affected may be put to by the loss of the instrument: *East India Co. v. Boddam*, 9 Ves. 469; *Lord Middleton v. Eliot*, 15 Sim. 531; Form 5, *sup.* p. 1907.

In the case of lost policies of insurance no indemnity will be directed other than the judgment of the Court, at least when the Plt's title under the lost deeds is clear: *England v. Lord Tredegar*, 1 Eq. 344; *Crockatt v. Ford*, 25 L. J. 552.

Where an indemnity was directed, it was held that interest did not accrue on the sums due under the policy during the delay thus caused: *Bushnan v. Morgan*, 5 Sim. 535.

The measure of compensation when title deeds have been lost by a mortgagee, is the expense of office copies, &c., to which the estate will be put by reason of the judgment and other proceedings forming part of the title: *Brown v. Sewell*, 11 Ha. 49; *Hornby v. Matchum*, 16 Sim. 326.

COSTS.

Where a mortgagee loses title deeds he will in general be liable for the costs occasioned by the loss: *Stokoe v. Robson*, 19 Ves. 385; Fish. Mortg. 1022; 4th ed. 928; *et v. sup.* Vol. II. p. 1614;

— and therefore of an action for redemption and indemnity, except those of the reconveyance: *Lord Middleton v. Eliot*, 15 Sim. 536;

— unless the deeds are lost without his fault: *Woodman v. Higgins*, 14 Jur. 846; *Smith v. Bicknell*, 3 V. & B. 54, n.

Where the estate was insufficient to pay the principal and interest due on his mortgage, the first mortgagee, having lost the deeds, was postponed to the claims of subsequent incumbrancers for their costs: *Wontner v. Wright*, 2 Sim. 543.

Where a conveyance was held to be in the nature of a mortgage, and an account was directed of dealings for which the vouchers had been lost, no costs were given: *Price v. P.*, 15 L. J. Ch. 13.

In a suit to recover payment of a lost bill of exchange, no costs were given except those occasioned by the refusal of an offer of a proper indemnity: *Macartney v. Graham*, 2 R. & M. 353.

Where a suit was dismissed on the ground that a missing instrument had not been stamped, it was dismissed without costs: *Smith v. Henley*, 1 Ph. 391.

SECTION II.—MISTAKE.

1. *Purchase set aside for Mistake in Title.*

Cowling, the original purchaser, died before conveyance to him; A., his widow and devisee, married S., to whom the property was conveyed, subject to mortgage to secure the residue of the purchase-money to the vendor; S. having paid off the residue of the purchase-money sold to Clarkson during A.'s life. Plt N. was A.'s heiress, and daughter by a former husband; Defts were Clarkson's devisees.

"DECLARE that the Plt N. is entitled to the fee-simple and inheritance of the hereditaments called &c., as the heiress-at-law of A.; And the Plts, by their (bill), offering and undertaking to make good any residue of the purchase-money contracted to be paid by Cowling, in the pleadings named, for the purchase of the said hereditaments &c., after taking the accounts hereinafter directed, Let the following &c.:"—

1. Account of the purchase-money so contracted to be paid for the said hereditaments, and interest thereon, at £4 p. c. per ann., since the — day of — (*date of A.'s death*); 2. Account of expenditure by S. and Clarkson, for necessary repairs and lasting improvements, with interest at £4 p. c. per ann.; 3. Account of rents and profits received by Clarkson or Defts since A.'s death with wilful default, and occupation rent.—Tax Plts' costs of suit; rents and profits and costs to be set off against purchase-money and interest, and repairs, improvements, and interest.—"And Let, upon payment by the Plts to the Defts of the sum, if any, that shall be certified to be due to them on the balance of the said accounts, or in case the balance is owing to the Plts, the Defts re-convey the said hereditaments, free of incumbrances by the said Clarkson, or by any claiming by, from, or under him or them, to the Plt N., or as she shall direct, and deliver over to her all deeds &c."—If any balance owing to Plts, Defts to pay the same.—Liberty to apply.—*Neesom v. Clarkson*, V.-C. W., 14 Nov. 1842, B. 257; 2 Ha. 163, 176.

For decree directing that an agreement for sale be rescinded and delivered up to be cancelled, and declaring that the Plt was entitled to a return of the deposit and interest paid by him, and to a lien or charge upon the interest of

the Deft in the property comprised in the sale for the amount thereof, with liberty to apply in respect of such lien, see *Torrance v. Bolton*, V.-C. M., 23 May, 1872, B. 1422; 14 Eq. 124; affd. 8 Ch. 118.

For declaration that an agreement entered into under mistake and in ignorance of the existing rights and interests of the parties, was not binding in equity, and ought to be set aside, subject to the payment of an occupation rent, and to a lien in favour of the respondents on the property comprised in the agreement, with consequent directions, see *Cooper v. Phibbs*, L. R. 2 H. L. 172.

2. Conveyance declared partially Inoperative—Purchaser electing not to rescind.

"THE Court being of opinion that the Plt did not intend, by the indenture of the — of — in the pleadings mentioned, to convey to the Deft more than the piece of land &c., and the Court offering to the Deft the option either to rescind the contract for the said sale or to rectify the said conveyance; And the Deft by his counsel electing that the said conveyance shall be rectified, Declare that the beneficial interest in so much of the hereditaments comprised in the said indenture of the — of —, as was not intended to be conveyed as aforesaid, did not pass thereby."—Declaration that Deft was trustee thereof for the Plt, and directions for reconveyance.—No order as to costs.—Liberty to apply.—*Harris v. Pepperell*, M. R., 13 Nov. 1867, A. 2375; 5 Eq. 1.

3. Lease rectified on Election of Defendant.

THIS action coming on &c., and the Deft by his counsel electing to have a mistake in the parcels of the said lease rectified instead of having the lease cancelled, Let the said indenture of lease, dated &c., be rectified by striking out from the parcels the first floor of No. —, A. Street, therein mentioned.—No costs on either side.—*Paget v. Marshall*, V.-C. B., 7 July, 1884, B. 981; S. C., 28 Ch. D. 255.

4. Conveyance rectified—Copy of Order to be endorsed.

DECLARE that the indenture, dated the — of — in the pleadings mentioned, was prepared in its existing form by mistake; And Declare that the same ought to be rectified by omitting from the item 3, in the pleadings mentioned, of the 3rd schedule to the said indenture, the words referring to a moiety of the property called the S. Works in the pleadings mentioned, and by inserting proper words in the said schedule, so as clearly and effectually to pass the entirety of the said property called the S. Works; And therefore Let the said indenture be rectified as follows, that is to say &c. (*variations in full*); And Let a copy of this order be indorsed upon the said indenture.—Liberty to apply.—*White v. W.*, V.-C. B., 7 Dec. 1872, B. 3184; 15 Eq. 249.

It was held in this case that no further conveyance was needed; but as to this, see *Exeter v. E.*, 3 My. & C. 326; and note, *inf.* p. 1916.

For like decree directing a copy of the decree to be endorsed, &c., and all

proper parties to execute and do such conveyances and acts as might be necessary, and the Judge should approve, for the purpose of giving legal effect to the declaration therein contained, and for creating in the hereditaments comprised in the indenture a power of sale and exchange conformable to the declaration, and giving effect to such sales and exchanges as had been already made and completed, in intended execution of the power of sale and exchange contained in the said indenture, see *Malmesbury v. M.*, M. R., 24 July, 1862, B. 1868; 31 Beav. 407, 419.

For orders to rectify settlements, see Vol. II., Chap. XLV., Forms 1—9, pp. 1436—1439.

5. Deed re-established after actual Cancellation.

[The deed had been declared null and void by a decree which was subsequently reversed. At the hearing of the appeal it was found that the deed had been delivered up, and actually cancelled by cutting off the signatures.]

REVERSE decree, and dismiss Plt's bill (action)—“And it appearing that since the date of the said decree the signatures of B., A. &c., and the attestation clause thereto of the signature of B. have been cut off, Declare that the validity of the said deed is not affected by such mutilation, and that the said deed is to remain of the same force as if such mutilation had not taken place; And Declare that, as to the parts of the said deed which in consequence of such mutilation do not now appear as they were, such parts are now to be taken as set forth in the — paragraph of the Plt's bill (statement of claim); And Let all necessary parties concur in making all necessary applications to the Registrar of Deeds at Beverley to register this order.”—Directions as to costs.—“And Let a copy of this order be endorsed on the said deed.”—*Boynston v. B.*, C. A., 19 June, 1878, A. 1271.

The proper course to be taken in such a case by the party intending to appeal would be to apply to the Court to stay the cancellation of the deed.

NOTES.

JURISDICTION AND PROCEDURE.

By the Jud. Act, 1873, s. 34, all causes and matters for the rectification or cancellation of deeds or written instruments (either on the ground of mistake or on the various grounds of relief dealt with in the subsequent sections) are assigned to the Chancery Division.

Although under this section the Chancery Division alone can rectify or set aside a document with regard to its future effect, this does not prevent the grounds upon which it might be set aside from being pleaded by way of defence to an action in any Division; and for the purpose of determining such an action the instrument may be treated as rectified or set aside: *Mostyn v. West Mostyn Co.*, 1 C. P. D. 145; *Hirschfeld v. L. B. and S. C. Ry. Co.*, 2 Q. B. D. 1.

Rectification, and specific performance of agreement as rectified, may now be obtained in one and the same action: *Olley v. Fisher*, 34 Ch. D. 367.

An originating summons is not a right mode of procedure for setting aside a release on the ground of mistake: *Re Garnett, Gandy v. Macaulay*, 31 Ch. Div. 1; *Re Ellis, Kelson v. E.*, 37 W. R. 91; W. N. (88) 217.

And an agreement for the compromise of an action cannot be set aside on summons in the action, but a fresh action must be brought: *Emeris v. Woodward*, 43 Ch. D. 185; *Gilbert v. Endean*, 9 Ch. D. 259, *sup.* Vol. I. p. 113.

Sect. 47 of the Fines and Recoveries Act (3 & 4 W. 4, c. 74), does not prevent the Court from rectifying a deed enrolled under that Act: *Hall-Dare v. H.*, 31 Ch. Div. 251.

WHAT MISTAKE MAY BE A GROUND OF RELIEF.

1. To enable a deed or document to be set aside or rectified on this ground the mistake must be common to the parties to the contract or dealing: *Cooper v. Phibbs*, L. R. 2 H. L. 149; *Young v. Halahan*, L. R. 9 Eq. 70; *Sells v. S.*, 1 Dr. & Sm. 42; *Rooke v. Ld. Kensington*, 2 K. & J. 753; *Bradford v. Romney*, 30 Beav. 431; *Murray v. Parker*, 19 Beav. 305; *Colyer v. Clay*, 7 Beav. 188; *Duke of Sutherland v. Heathcote*, (1892) 1 Ch. (C. A.) 475; *S. C.*, (1891) 3 Ch. 504, *et v. sup.* Vol. II. p. 1440;

—or otherwise must be caused by improper conduct (though not necessarily by fraud) on the part of the Deft: *E. Beauchamp v. Winn*, L. R. 6 H. L. 223; *Torrance v. Bolton*, 8 Ch. 118; 14 Eq. 124; *Broughton v. Hutt*, 3 D. & J. 501; *Anon.*, 31 Beav. 310.

It has been held that where the parties are in the position of vendor and purchaser, so that the Court can remit them to their original position, it is not necessary that the mistake should be mutual: *Harris v. Pepperell*, 5 Eq. 1; *Garrard v. Franckel*, 30 Beav. 445.

Where the mistake is not mutual, the remedy is not rectification but rescission: *Mortimer v. Shortall*, 2 Dr. & War. 225; *Paget v. Marshall*, 28 Ch. D. 265; but with an option to the Deft of accepting the rectification in lieu of rescission: *S. C.*; *Harris v. Pepperell*, 5 Eq. 1; *Garrard v. Franckel*, 30 Beav. 445;

—and a similar option was allowed after long lapse of time and the death of one of the parties, the mistake not being admitted: *Bloomer v. Spittle*, 13 Eq. 427;

—and a deed cannot be set aside if the Plt is not prepared to give up possession of the property comprised in it: *Duke of Sutherland v. Heathcote*, *sup.*

2. The mistake must be one of fact, not of law, nor, as a rule, of construction: *Midland G. W. Co. v. Johnson*, 6 H. L. C. 798, 811;

—unless it be a mistake as to title, or private right, in which case the maxim, *Ignorantia juris neminem excusat*, does not apply: *Cooper v. Phibbs*, L. R. 2 H. L. 149, 170; *Stone v. Godfrey*, 5 D. M. & G. 70; *Bingham v. B.*, 1 Vez. 126; *Colonial Bank v. Exchange Bank of Yarmouth, Nova Scotia*, 11 App. Cas. 84; and so, too, in the case of a mistake in the construction of a doubtful instrument of title: *E. Beauchamp v. Winn*, L. R. 6 H. L. 234;

—or unless there has been some impropriety of conduct on the part of the person dealt with: *Broughton v. Hutt*, 3 D. & J. 501; *Pickering v. P.*, 2 Beav. 31; *M'Carthy v. Decaix*, 2 Russ. & M. 614;

—and a mistake of fact is not the less a ground for relief because the person who made the mistake had means of knowledge: *Willmott v. Barber*, 15 Ch. D. 96.

The ordinary rule as between litigant parties, that money paid under a mistake of law cannot be recovered, does not apply to a payment made to an officer of the Court, *e. g.*, a trustee in bankruptcy or receiver, who will be directed by the Court to act as a "high-minded" man would do, and not take advantage of such a mistake: *Exp. James*, 9 Ch. 609; *Exp. Simmonds, Re Carnac*, 16 Q. B. Div. 308; *Re Brown, Dixon v. B.*, 32 Ch. D. 597; *Re Opera, Limited*, (1891) 2 Ch. 154; *S. C.*, (1891) 3 Ch. 260.

A mistake of title or private right is not a ground for rectifying or setting aside a compromise deliberately made by persons fully informed as to the facts and on an equality with respect to legal advice: *Partridge v. Smith*, 2 N. R. 100; *Stewart v. S.*, 6 Cl. & F. 911; *Naylor v. Winch*, 1 S. & S. 555; but a compromise will be set aside if founded on a mistake of fact, or of account: *Stainton v. Curron Co.*, 6 Jur. N.S. 360; and the Court of Bankruptcy has power to go behind a judgment or compromise, and reject a proof founded thereon if dishonestly obtained: *Exp. Banner, Re Blythe*, 17 Ch. Div. 480.

3. The mistake must affect the essence of the contract or dealing: *E. Beauchamp v. Winn*, L. R. 6 H. L. 223; 4 Ch. 562, 567; especially in the case of a mistake of title or interest: *Stone v. Godfrey*, 5 D. M. & G. 70.

A mistake as to the quantity or value of an estate sold is not a ground for rectifying or setting aside a conveyance at the suit of the vendor: *Okill v. Whittaker*, 2 Ph. 338; see also *Re Terry and White*, 32 Ch. Div. 14; *secus*,

where property or interest, with which the contracting parties did not intend to deal, is included by mistake: *Harris v. Pepperell*, 5 Eq. 1; *Dart, V. & P.* 742; 6th ed. 838, 839.

It is always necessary for a Plt to show that there was an actual concluded contract, which is inaccurately represented in the instrument purporting to be made in pursuance of it; and therefore a policy of marine insurance was not rectified so as to accord with the "slip": *McKenzie v. Coulson*, 8 Eq. 368.

A release will be set aside if the Court is satisfied that it was executed under error in a material respect, and it is not necessary to prove fraud: *Re Garnett, Gandy v. Macaulay*, 31 Ch. Div. 1, in which case a release to a trustee was set aside after the lapse of more than twenty years, and after the death of the trustee, on evidence of the Plt beneficiary, corroborated by the tenor of the deed, that it was executed in error.

The setting aside of a release does not confer a new title, but merely removes an impediment to the enjoyment of a pre-existing title: *Re Garnett, Robinson v. Gandy*, 33 Ch. Div. 300.

As to the avoiding or rectification of settlements, see Vol. II., Chap. XLV. pp. 1432—1442.

As to the rectification of a bill of exchange, see *Druiff v. Ld. Parker*, 5 Eq. 131.

As to the rectification of a schedule of quantities annexed to a contract for the execution of works, see *Neill v. Midland Ry. Co.*, 17 W. R. 871.

As to setting aside a grant of an annuity on the ground of miscalculation, see *Carpmael v. Powis*, 10 Beav. 36.

As to the right of bondholders to return of money subscribed for a particular public purpose or undertaking, which has failed, see *National Bolivian, &c. Co. v. Wilson*, 5 App. Cas. 211, 213; *S. C.*, 13 Ch. Div. 1, *nom. Wilson v. Church*; *Collingham v. Sloper*, (1893) 2 Ch. 96, 118.

WHEN RELIEF WILL BE REFUSED.

An instrument will not be set aside on the ground of mistake unless the parties can be replaced in what was substantially their former position: *E. Beauchamp v. Winn*, L. R. 6 H. L. 223; 4 Ch. 567; *Okill v. Whitaker*, 2 Ph. 338.

Delay is very material when the mistake has been discovered: *Harris v. Pepperell*, 5 Eq. 1, 5; *secus*, so long as the mistake remains undiscovered: *E. Beauchamp v. Winn*, L. R. 6 H. L. 223.

A voluntary deed cannot be rectified without the consent of the donor: *Phillipson v. Kerry*, 32 Beav. 628; *Broun v. Kennedy*, 33 Beav. 133, 147; though, after his death, it may be rectified, if at variance with his plain intentions: *M. R.*, in *Lister v. Hodgson*, 4 Eq. 30, 34; and see *Thompson v. Whitmore*, 1 J. & H. 268.

When a voluntary deed is impeached, the onus of supporting it does not necessarily rest on those who set it up; nor is a voluntary deed of settlement voidable by the settlor merely because it does not contain a power of revocation: *Henry v. Armstrong*, 18 Ch. D. 668.

A deed will not be rectified as against a subsequent purchaser: *Garrard v. Franckel*, 30 Beav. 445; *Warrick v. W.*, 3 Atk. 293; even though there be a contradiction on the face of it: *Burchell v. Clarke*, 45 L. J. O. P. 671; unless the purchaser has notice of an omitted interest: *Davies v. D.*, 4 Beav. 54.

Rectification cannot be granted after the contract has been worked out and money paid under a previous agreement: *Caird v. Moss*, 33 Ch. Div. 22.

A person who assents to shares in a co. being registered in his name, under the erroneous impression that they are fully paid up, is liable as a member: *Re Railway Publishing Co., Exp. Sandys*, 42 Ch. Div. 98; distinguishing *Arnot's Case*, 36 Ch. D. 702.

EVIDENCE.

The burden of proof lies on the Plt, and on an application to rectify an executed deed the Court will look at the evidence jealously: *Wright v. Goff*, 22 Beav. 207, 214; *Barrow v. B.*, 18 Beav. 529.

As to granting rectification of a voluntary settlement upon the evidence of the Plt alone, *v. sup.* Vol. II. pp. 1440, 1441.

In all cases the real agreement must be established by evidence, parol or written; if there be no previous agreement in writing, parol evidence is admissible; if there be a previous agreement in writing, which is unambiguous, the deed will be rectified accordingly; if it be ambiguous, parol evidence may be used to explain it: *M. R.*, in *Murray v. Parker*, 19 Beav. 308; *Price v. Ley*, 4 Giff. 235.

Where mutual mistake is set up, the executed deed must be shown to be contrary to the intentions of all parties: *Fowler v. F.*, 4 D. & J. 250; and the denial of one of the parties is almost conclusive: *Irnham v. Child*, 1 Bro. C. C. 93; *M. Townshend v. Stangroom*, 6 Ves. 334; *Williams v. Jones*, 36 W. R. 573; at least if the Plt's case is not supported by documentary evidence: *Mortimer v. Shortall*, 2 Dr. & War. 363; and see *Bloomer v. Spittle*, 13 Eq. 427; *Taylor*, Ev. pp. 951, 952; 8th ed. 970, 971.

RECONVEYANCE—RENTS AND PROFITS—IMPROVEMENTS.

Where an assurance of land is set aside on the ground of mistake or fraud, rendering it void in Equity, a reconveyance should be directed: *Clark v. Malpas*, 4 D. F. & J. 401; and see *Bolton v. Bp. of Carlisle*, 2 H. Bl. 264; *Roe d. E. Berkeley v. Abp. of York*, 6 East, 86; 1 Shepp. Touchst. 69, 70; *secus*, in the case of forgery or fraud rendering a deed void at law: *Clark v. Malpas*, 4 D. F. & J. 401; *et v. inf.* pp. 1920, 1928.

Where a deed was rectified after various dealings with the lands comprised in it, the decree directed assurances to be executed for the purpose of giving effect to the decree, and to the prior dealings: *Malmesbury v. M.*, 31 Beav. 407.

Where an assurance of land comprised more than was intended, it was said by Lord Cottenham that a reconveyance ought to be executed: *Exeter v. E.*, 3 My. & Cr. 326.

It has been held, however, that the declaration of the Court that an assurance of land ought to be rectified, followed by an order that it be rectified accordingly, is sufficient to pass the legal estate without a conveyance, at least in cases where the deed comprises less land than was intended: *White v. W.*, 15 Eq. 249, Form 4, *sup.* p. 1912; *et v. sup.* Vol. II. p. 1441.

The better course seems to be to direct the execution of proper conveyances in all cases where deeds affecting the legal estate in real property are rectified.

Other deeds are usually rectified by indorsement of a copy of the judgment or order: see Chap. XLV., "SETTLEMENT," Forms 3 to 6, pp. 1436—1438.

Where a conveyance is set aside on the ground of mistake, an account of rents and profits will be directed, and interest charged on the purchase-money from the date of the conveyance: *Bloomer v. Spittle*, 13 Eq. 427; or from the date when the Plt's title accrued: *Neesom v. Clarkson*, 2 Ha. 163, Form 1, *sup.* p. 1911.

Occupation rent will be charged during the same period, and the persons who have been in possession are entitled to have all sums expended in repairs and improvements repaid with interest at £4 p. c.: *Bloomer v. Spittle*, 13 Eq. 427; *Neesom v. Clarkson*, 2 Ha. 163, Form 1, *sup.* p. 1911; and see *Stepney v. Biddulph*, 5 N. R. 505.

COSTS.

The costs in these cases must depend on the conduct of the parties; where the mistake is entirely owing to the conduct of the Plt he must pay all the costs; where the Deft has been aware of the mistake from the beginning, and refused to correct it, then the costs will be given against him: *M. R.*, in *Harris v. Pepperell*, 5 Eq. 5; *Meadows v. M.*, 16 Beav. 401; *Colyer v. Clay*, 7 Beav. 188; *Neesom v. Clarkson*, 2 Ha. 163.

But where a Deft improperly refuses to correct the mistake, no costs will be allowed if the error is due to the fault of the Plt: *Bloomer v. Spittle*, 13 Eq. 427; *Harris v. Pepperell*, 5 Eq. 1; *Garrard v. Franckel*, 30 Beav. 445; *Murray v. Parker*, 19 Beav. 308.

Where no blame attached to any person, the costs of a suit to rectify a settlement were paid out of the *corpus* of the settled fund: *Stock v. Vining*, 25 Beav. 235: but where a maintenance clause was rectified in the interests of infants, the costs were paid out of the income: *Tomlinson v. Leigh*, 14 W. R. 121.

SECTION III.—FRAUD AND MISREPRESENTATION, EXPRESS OR IMPLIED.

(I.)—INSTRUMENTS SUPPRESSED OR FRAUDULENTLY CANCELLED.

1. *Conveyance established though destroyed by Settlor, and the Estate devised by his Will.*

“DECLARE that the indenture in the pleadings mentioned, dated &c.; was on that day duly made and executed by I., deceased, the testator &c., and H., in the pleadings named, and that the said indenture, as appears by the draft from which the same was engrossed, was in the words and figures following, that is to say, ‘This indenture &c.’ (*verbatim recital*); And Declare that the Plt became on the death of E. &c., and is now, seised of and well entitled to the inheritance in fee simple in possession of the hereditaments comprised in and conveyed by the said indenture, subject to the term of 500 years, assigned in trust for him by the same indenture, and is entitled to hold and enjoy the same accordingly, free from all claims of the Defts, or any of them; And Let the Deft J., within &c., deliver up to the Plt possession of the hereditaments comprised in and conveyed by the said indenture; And Let the Defts J. &c., within &c., deliver to the Plt upon oath all title-deeds and other documents of title in their or any of their possession or power relating to the hereditaments, including the draft of the said indenture.”—Account of rents and profits against J., and directions for payment of what should be certified, and Plt’s costs of suit, to be taxed.—*Irwin v. I.*, V.-C. W., 19 Dec. 1860, A. 2409.

That the draft may conveniently be set forth in a schedule to the decree, see note to *Schofield v. S.*, Form 1, *sup.* p. 1906.

For decree declaring that a number of shares in a co. were by a deed of transfer duly transferred by a vendor to, and vested in, the Plt as purchaser thereof on consideration duly paid, and that the Plt was entitled to the benefit of such transfer, and that the said deed of transfer was fraudulently cancelled, and that the subsequent transfers of the said shares to the Deft G., and by him to the Deft P., were fraudulently obtained and void, and ought to be set aside and cancelled, and decreeing cancellation accordingly; and declaring that the registration of the said shares in the name of the Deft G. was fraudulently obtained, and ought to be cancelled, and that the Plt was entitled to have the said shares registered in his name, see *Donaldson v. Gillot*, 3 Eq. 278.

NOTES.

“No deed fraudulently obtained can prevail in this Court. No valid instrument which effectually conveys property can lose its effect merely by
VOL. III.

reason of its fraudulent cancellation or destruction : " V.-C. S. in *Donaldson v. Gillot*, 3 Eq. 274, 278.

Suppression of deeds and instruments is spoliation within the rule *omnia præsumuntur contra spoliatores*, even though committed by an agent : *Bowles v. Stewart*, 1 Sch. & L. 209, 222 ; but only so as to give the persons entitled under them the same benefit as if they were produced : *Saltern v. Melhuish*, Amb. 249 ; and see *Cookes v. Helier*, 1 Vez. 234 ; *Hampden v. H.*, 3 Bro. P. C. 550.

As to suppressed marriage settlements, see *Bates v. Heard*, 1 Dick. 4 ; *Garland v. Radcliffe*, 1 Dick. 11 ; *Eyton v. E.*, 2 Vern. 380 ; *Sanson v. Rumsey*, 2 Vern. 561 ; voluntary settlements : *Hunt v. Matthews*, 1 Vern. 405 ; *Dalston v. Coatsworth*, 1 P. Wms. 731 ; bonds : *Atkins v. Farr*, 1 Atk. 287 ; *Kenrick v. Hudson*, 4 Bro. P. C. 222.

As to alleged mutilation of a register of marriage, see *Chetham v. Hoare*, 9 Eq. 571.

The existence at a former period of the deed or document alleged to be suppressed or destroyed must be proved : *Couper v. C.*, 2 P. Wms. 720, 750 ; *Coles v. Gibson*, 1 Vez. 505.

As to secondary evidence of the contents of documents, see *Taylor*, Ev. 397.

(II.)—FORGED INSTRUMENTS.

1. Forged Transfers of Shares set aside.

LET the Defts, the — Co., cancel the alleged transfer of the £— stock to the Deft P. in the pleadings mentioned, and the entry of such alleged transfer in their books, and enter the name of the Plt in their books as the owner of such stock, and deliver to the Plt a certificate of the ownership of such stock, and pay to the Plt the dividends accrued and to accrue on such stock, since the date of the said alleged transfer, including the dividends paid to the said Deft P. as in the pleadings mentioned ; but this judgment is to be without prejudice to any question between the Defts, either at Law or in Equity.—*Johnston v. Parsey*, V.-C. J., 13 Jan. 1870, A. 85 ; 9 Eq. 181 ; *Johnston v. Renton*, V.-C. J., 13 Jan. 1870, A. 135 ; *Ib.*, following *Cottam v. E. C. Ry. Co.*, V.-C. W., 16 Nov. 1860, A. 2159 ; 1 J. & H. 243.

2. Forged Transfers—Replacement of Stock by Company—Interim Dividends.

DECLARE that the alleged transfers of the £5,000 consolidated stock and the £1,090 preference stock of the N. Rail. Co., in the pleadings mentioned, were invalid by reason of the forging by B. of the Plt A.'s name thereto respectively ; And Let the Defts the N. Rail. Co. cause the names of the Plts A. and E. to be entered in the register of shareholders of the Defts the N. Rail. Co. as the joint owners of £5,000 consolidated stock and £1,090 preference stock of the N. Rail. Co. ; And let the Defts be at liberty to comply with this order by the appropriation or purchase of similar amounts of the said stocks to be placed in the names of the said Plts. Defts, the N. Rail. Co., to pay to the Plts the interim dividends and their costs of the action.—*Barton v. The North Staffordshire Rail. Co.*, Kay, J., 15 March, 1888, A. 555.

3. *Forged Marriage Certificate—Declaration of Illegitimacy—Payments to supposed Lawful Children to be repaid by the Recipients, or by the Trustees.*

"DECLARE that the Defts J. &c., are not lawful children of the Deft K., and were not, nor are entitled to any share or interest under the will of the testatrix B.; And Declare that the Defts J. &c., are severally liable to repay to the trust estate the several sums received by them respectively in respect of their supposed shares of the proceeds of the sale of the real estate of the testatrix specifically devised by her, together with interest thereon at the rate of £4 p. c. per ann. from the — day of —, being the time of the receipt of such sums respectively; And it appearing that the Deft K. sent to the trustees a forged document purporting to be a certificate of his having been married to the mother of the Defts J. &c., on the — day of —, being before the birth of such children, whereas he was married to her on the — day of —, being after the birth of such children, Declare that the Deft K. is liable to pay to the said trust estate so much of the said respective shares with interest as may not be paid by the Defts J. &c.; And Declare that the Deft H. and the estate of S. (*trustees*) are jointly and severally liable to pay to the said trust estate so much of the said respective shares and interest as may not be so paid by the said other Defts or any of them."—Defts to make good the sums paid on account of the shares of the testator's estate in the order of liability declared, with an account of the estate of S. (*deceased trustee*), his exor not admitting assets; and so as to costs.—*Eaves v. Hickson*, M. R., 24 July, 1861, Reg. Min. 115; 30 Beav. 136.

For decree setting aside sale, with account of purchase-money and interest at 5 p. c. per ann., and declaring the account produced forged, recommending a prosecution, and directing that the account be preserved in the office, to be forthcoming in case of prosecution; and the proper officer to attend with it on any trial, see *Wharam v. Broughton*, L. C., 13 May, 1743, B. 369.

NOTES.

Cancellation.—In the case of forged instruments, whether assurances of land or otherwise, there is jurisdiction in Equity to order the forgeries to be delivered up to be cancelled: *Lee v. Angas*, 7 Ch. 79, n.; *Peake v. Highfield*, 1 Russ. 559; *Bp. of Winchester v. Fournier*, 2 Vez. 446; *Jones v. J.*, 3 Atk. 111.

The old form of decree in such cases was that the document be cut, damned and cancelled: *Bp. of Winchester v. Fournier*, 2 Vez. 448; *Fitton v. E. Macclesfield*, 1 Vern. 292; *Bp. of Oxford v. Wise*, 18 June, 1708, A. 507.

It seems that forged deeds should not be cancelled by being torn or defaced, but should be kept to be produced on criminal proceedings: *Frankland v. Hampden*, 1 Vern. 66.

And cancellation is not the proper remedy, unless the instrument is liable to be completely avoided: *Brooking v. Maudslay*, 38 Ch. D. 636.

Discovery.—Discovery will not be enforced in a case of forgery, or other fraud rendering the person against whom the discovery is sought liable to criminal proceedings: *Brownsword v. Edwards*, 2 Vez. 246; *Glynn v. Houston*, 1 Kee. 338; although interrogatories will not be struck out merely as tending to criminate; the proper course in such a case to be taken by the party

interrogated being to take the objection by his answer: *Fisher v. Owen*, 8 Ch. Div. 645.

Estoppel.—A forged deed being a nullity at law will not affect the legal estate in the subject of conveyance or transfer: *Bourne v. Savage*, 2 Eq. 134, 140; *Taylor v. G. I. P. Ry. Co.*, 4 D. & J. 559; *Davis v. Bank of England*, 2 Bing. 393, 402; and therefore a reconveyance or retransfer need not be directed: *Jackson v. Lendon*, 9 Eq. 181, Form 1, *sup.* p. 1918; *Cottam v. E. C. Ry. Co.*, 1 J. & H. 243; and so, too, where a deed is void at law on the ground of fraud: *Lee v. Ash*, 7 Ch. 79, n., Form 1, *inf.* p. 1921; *secus*, where a deed is not wholly forged, so that it is capable of taking partial effect in law: *Bourne v. Savage*, 2 Eq. 134.

Costs.—Where the Plt. has by his conduct rendered the fraud possible, he will not be allowed his costs: *Johnston v. Renton*, 9 Eq. 181; *Taylor v. G. I. P. Ry. Co.*, 4 D. & J. 559; *Cottam v. E. C. Ry. Co.*, 4 J. & H. 243; and it was held that in such a case he had no claim for the amount of his costs against the bank whose manager had committed the forgery: *Re United Service Co.*, 6 Ch. 212.

Relief in general.—Trustees are bound to see to the genuineness of an authority to receive money from them; accordingly where trustees of a will paid moneys on the faith of forged certificates, they were ordered to repay so much of the trust funds as should not be recovered from their co-Defts; and the person who knowingly furnished the false certificates was made liable in like manner: *Fares v. Hickson*, 31 Beav. 136, Form 3, *sup.* p. 1919.

On the same principle, where stock or shares are purported to be transferred by means of a forgery, the company or the bank are liable, as between themselves and the true owner, to replace the stock and the dividends (if any) wrongly paid: *Johnston v. Renton*, 9 Eq. 181; *Sloman v. Bk. of England*, 14 Sim. 475; *Davis v. Bk. of England*, 2 Bing. 393; *Ashby v. Blackwell*, Amb. 503; 2 Eden, 299 (*Hildyard v. South Sea Co.*, 2 P. Wms. 76, not being followed); at the suit of the persons beneficially entitled, notwithstanding a statutory provision exempting the co. from obligation to notice equities: *Taylor v. Midland Ry. Co.*, 28 Beav. 287; 8 H. L. C. 751.

And so where one of two exors forged transfers of stock standing in their joint names under the Companies Clauses Act, 1845 (8 & 9 V. c. 16), s. 18, the other suing alone was entitled to have the stock replaced: *Barton v. North Staffordshire Ry. Co.*, 38 Ch. D. 458; and see *S. C.*, 38 Ch. Div. 144; *Barton v. London and North Western Ry. Co.*, 24 Q. B. Div. 77; and her omission to answer a letter from the company notifying the transfer in the usual way was no estoppel: *S. C.*

And in an action to recover from the co. stock transferred on a forged authority, a party brought in under a third-party notice is not entitled to deliver a defence: *Barton v. L. & N. W. Ry. Co.*, 38 Ch. Div. 144; followed in *Byrne v. Brown*, 37 W. R. 592.

Where a co. have issued share certificates to an innocent transferee under a forged or fictitious transfer they are estopped from denying his title, and consequently are liable to a purchaser from him on the shares being claimed by the true owner: *Re Bahia, &c. Co.*, L. R. 3 Q. B. 584; *Simm v. Anglo-American Telegraph Co.*, 5 Q. B. Div. 188; *Tomkinson v. Balkis Co.*, (1891) 2 Q. B. C. A. 614; *Re Ottos Koppje Mines*, (1893) 1 Ch. 618; but it is only the transferee or person to whom the certificate is issued who is entitled to the benefit of the estoppel, and it is not available in favour of the transferor or other person interested in the shares by a prior title: *Simm v. Anglo-American Telegraph Co.*, *sup.*; and if the transferee, having sold the shares on the faith of the certificate, has had to buy shares on the market in order to deliver to the purchasers, the measure of damage as against the co. is the sum which he has thus had to pay: *Tomkinson v. Balkis Co.*, *sup.*

Where the co. is unable to register the purchaser, the action is not on the estoppel, but on the refusal or omission to register, and the measure of damages is the value of the shares at that time: *Re Ottos Koppje Mines*, *sup.*

But a "certification," which is a mere representation of apparent regularity, does not create an estoppel: *Bishop v. Balkis Co.*, 25 Q. B. Div. 512.

Where a bank was instructed to accept drafts on being handed a clean bill of lading, it was held that the bank was only bound to see that the bill

of lading was regular in form, and not that it was genuine: *Ulster Bk. v. Synott*, 1 R. 5 Eq. 595.

And a person who knows that a bank is relying upon his forged signature to a bill cannot lie by until he sees that the position of the bank is altered for the worse, but mere silence for a fortnight from the time when he knew of the forgery was not an estoppel: *McKenzie v. British Linen Co.*, 6 App. Cas. Sc. 82.

Where a mortgagee was induced by the mortgagor to release his mortgage in consideration of securities which proved to be forged, it was held that his title as mortgagee was not displaced: *Eyre v. Burmester*, 10 H. L. C. 90; *S. C.*, 4 D. J. & S. 435.

But where a bank in good faith represented to the drawee of a bill of exchange drawn against cargo, that it held a bill of lading for the cargo, and thereupon the drawee accepted the bill of exchange, and subsequently the bill of lading proved to be forged, the acceptor was held to have no claim against the bank: *Leather v. Simpson*, 11 Eq. 398.

The equity which arises from a fraud is personal, and therefore a mortgagee by deposit of fictitious title deeds will not, by reason of the acquisition of the property by the fraudulent depositor, have a title as against a subsequent *bonâ fide* mortgagee by deposit of the genuine deeds: *Keate v. Phillips*, 18 Ch. D. 560.

Instrument executed with Blank.—Where a deed is executed with the subject of conveyance or the name of a party to it in blank, the deed is void: *Taylor v. G. I. P. Ry. Co.*, 4 D. & J. 559; *Swan v. North British Australasian Co.*, 2 H. & C. 175; *S. C.*, 7 H. & N. 603; *Exp. Swan*, 7 C. B. N.S. 400; *Hibblewhite v. M'Morine*, 6 M. & W. 200; *Société Générale de Paris v. Walker*, 11 App. Cas. 20; *Pigot's Case*, 11 Co. Rep. 28 b.; and if the blanks are fraudulently filled up, such filling up amounts to forgery of the whole instrument, and is indictable under 24 & 25 V. c. 98, s. 20; and see *Dawson's Case*, *Teague's Case*, 2 East, P. C. 980, 981.

And the filling up of the blank by the party in his own name is a mere nullity: *France v. Clark*, 26 Ch. Div. 257.

But if the grantor fill up, or assent to, recognize, or act upon the filling up of, the blanks, there may be evidence of redelivery upon which the deed will be held good: *Hudson v. Revett*, 5 Bing. 368.

Where Bank of England notes were altered by erasing the numbers on them and substituting others, they were vitiated, and the Plt who took them so altered could not recover on them against the bank: *Suffell v. Bank of England*, 9 Q. B. Div. 555.

Where blank transfers of shares in a co., whose articles of association required transfers to be made by instrument in writing, were deposited, together with the certificates, as security for a debt, and were subsequently filled up by the lender, it was held that he had an implied power to do so, and the transfers, though not deeds, were good as instruments in writing: *Exp. Sargent*, 17 Eq. 273.

Registered Instrument.—When a deed registered in Middlesex was set aside as fraudulent, a Judge of the High Court had no jurisdiction (such as the M. R. might have) to order the registration to be vacated, but could only declare that it ought to be vacated: *Gibbs v. Sidney*, 49 L. T. N.S. 132; but see now 54 V. c. 10, s. 1; *Brickdale*, p. 10.

Execution of a deed of arrangement after registration did not amount to an alteration so as to avoid or vitiate the deed, the provisions of 50 & 51 V. c. 57 being sufficiently complied with by registration of the deed as then existing: *Re Batten*, *Exp. Milne*, 22 Q. B. Div. 685.

(III).—VOID INSTRUMENTS.

1. *Deed executed under False Representation as to its Contents set aside.*

[Plt S. mortgaged her interest under a will under a false representation by her solr that she was merely signing a document on behalf of her sister who was abroad, and that she would not be liable personally.]

“**DECLARE** that the indenture dated &c. in the pleadings mentioned

is void: And Let the same be delivered up to be cancelled; And Let the Defts A. &c. pay (to the Plts S. and H. within &c.) their costs of this action, to be taxed, and a sum of £— admitted by them to be in their hands on account of rents received by them as in the pleadings mentioned: And the Plts are to be at liberty to apply at Chambers as to the memorial of the said indenture now on the register of the East Riding of the County of York."—*Lee v. Angas*, V.-C. S., 20 Nov. 1866, B. 2438; 15 W. R. 119; 7 Ch. 79, n.; affd. W. N. (68) 84.

2. Deed declared Fraudulent—Cancellation—Injunction.

UPOX motion for judgment in default of defence &c., Declare that the deed dated &c., in the Statement of Claim mentioned, is fraudulent and void, and ought to be set aside, and the registration thereof in the Middlesex Registry vacated; And Let the Deft deliver up to the Plt the said deed to be cancelled; And Let the Deft be restrained from parting with, transferring or disposing of the rent-charges purported to be granted by the said deed, or in anywise acting or purporting to act under or in pursuance of the said deed or the powers therein contained.—*Gibbs v. Sydney*, North, J., 20 July, 1883, A. 1249; S. C., 49 L. T. N.S. 132.

Cancellation will not be ordered unless the instrument is liable to be completely avoided: *Brooking v. Maudslay*, 38 Ch. D. 636.

For decree declaring that the execution of four deeds was obtained by the fraudulent contrivance of a solr in the pleadings named, and that those deeds were wholly void and ought to be delivered up to be cancelled, and directing cancellation accordingly, and declaring the Plt entitled to the full benefit of a mortgage security and to the possession of the premises comprised therein, see *Ogilvie v. Jeaffreson*, V.-C. S., 26 July, 1860, B. 1894; 2 Giff. 353.

And for decree in like suit, see *Vorley v. Cooke*, V.-C. S., 13 Nov. 1857, B. 144; 1 Giff. 236.

Whether in *Ogilvie v. Jeaffreson*, and *Vorley v. Cooke*, it was rightly held that the deeds were void at law, has been questioned: *per* James, L. J., in *Hunter v. Walters*, 7 Ch. 75, 85.

For decree declaring a transfer of a non-existent mortgage void, and declaring that the Plt ought to be restored to his rights against a surety who had been released in consideration of it, see *Scholefield v. Templer*, V.-C. W., 9 March, 1859, B. 1084; Joh. 171, varied L. C. & L. JJ., 25 June, 1859, B. 1918; 4 D. & J. 429.

For decree declaring a mortgage deed void as against a surety and those claiming under him, and directing a reconveyance accordingly, see *Spaight v. Cowne*, V.-C. W., 18 March, 1863, B. 861; 1 H. & M. 359.

NOTES.

Where a person is induced by fraud or imposition, without negligence on his part, to execute a deed of a wholly different description from any which he intended to execute, such a deed is of no more validity than an actual forgery: *Foster v. Mackinnon*, L. R. 4 C. P. 704; *Lee v. Angas*, 15 W. R. 115; *Form 1, sup.*; *Vorley v. Cooke*, 1 Giff. 230; *Thoroughgood's Case*, 2 Co. Rep. 9 b; *Pigot's Case*, 11 Co. Rep. 27 b; and see *Suffell v. Bank of England*, 9 Q. B. Div. 555; though the person guilty of the fraud is not indictable for forgery: *R. v. Collins*, 2 M. & Rob. 461; *R. v. Chadwick*, 2 M. & Rob. 465.

Where a policy of life or marine insurance is effected on the basis of a de-

claration which is untrue, the policy is absolutely null and void: *Thomson v. Weems*, 9 App. Cas. (Sc.) 671; *Blackburn, Low & Co. v. Vigors*, 17 Q. B. Div. 553; but a mere misstatement as to the residence of the insured, by stating his temporary place of abode instead of the permanent one, did not avoid the policy: *Grogan v. London and Manchester Industrial Co.*, 53 L. T. N.S. 761; and as to the necessity of *bona fides* in effecting policies of insurance, see Bunyon on Life Assurance, pp. 39 *et seq.*

Where a grantor, though able to do so, has not made himself aware of the contents of his deed before executing it, it is doubtful if he is not estopped at law by his negligence, as between himself and persons innocently accepting an estate under the deed: *per Mellish, L. J.*, in *Hunter v. Walters*, 7 Ch. 75, 87; at least, if his negligence is the proximate cause of the success of the fraud: *Swan v. North British Australasian Co.*, 2 H. & C. 175.

In *Kennedy v. Green*, 3 My. & K. 699, it appears to have been held that the grantor was guilty of negligence, and, therefore, that the deed was voidable only and not void; and see *Re Mount Morgan Gold Mine, Exp. West*, 56 L. T. N.S. 622.

Where the fraud relates to important provisions in the deed, but is not such as to deceive the parties to it as to its general character, the deed is voidable as against the persons guilty or having notice of the fraud: *Spaight v. Cowne*, 1 H. & M. 359.

Where a person knows that property in which he is interested is being dealt with, and signs a deed relating to it, on being told "that it is a mere form," he is bound by the deed, as against innocent persons, both at law and in equity: *Hunter v. Walters*, 7 Ch. 75.

Where a deed is held void on the ground of fraud or imposition, no reconveyance need be directed: *Ogilvie v. Jeaffreson*, 2 Giff. 381, *sup.* p. 1922; *et v. sup.* p. 1916; *secus*, where the circumstances are such as to render it voidable only, and not void: *Spaight v. Cowne*, 1 H. & M. 359; *Kennedy v. Green*, 3 My. & K. 699.

As a rule a Plt seeking to have his deed cancelled on these grounds is not entitled to his costs: *Ogilvie v. Jeaffreson*, 2 Giff. 382; *Vorley v. Cooke*, 1 Giff. 237; *Spaight v. Cowne*, 1 H. & M. 359; *Kennedy v. Green*, 3 My. & K. 723.

The incorporation of public bodies being the prerogative of the Crown, the Court has no power to declare the certificate of incorporation of a building society void on the ground that it was obtained by fraud or irregularity: *Glover v. Giles*, 18 Ch. D. 173.

(IV).—MISREPRESENTATION, EXPRESS OR IMPLIED.

1. *Money advanced on the Faith of a Misrepresentation refunded.*

[Deft having previously granted a lease which was still outstanding, professed himself, in answer to an inquiry on behalf of the Plt, able to grant a lease of the same property to a person to whom the Plt was about to advance money on the security of the term to be so granted.]

"The Plt by his counsel undertaking, if required so to do, to assign all his interest in the two several leases dated respectively the — of — in the pleadings mentioned, to and at the reasonable costs of the Deft C.; Let the Deft C., within (one month) after service of this judgment, pay to the Plt S. the sum of £— and interest thereon at the rate of £— p. c. per ann., from the — of — until payment."—Deft to pay Plt's costs of action.—"And Let the Plt thereupon deliver up to the Deft C. the said two leases dated respectively the — of —, and the indenture of mortgage dated the — of — in the pleadings mentioned."—*Slim v. Croucher*, V.-C. S., 24 Jan. 1860, B. 141; 2 Giff. 37, as

varied on appeal by L. C. and L. JJ., 10 March, 1860, B. 527 1; D. F. & J. 518.

The decision in *Slim v. Croucher*, *sup.*, must, since *Derry v. Peek*, 14 App. Cas. 337, be treated as overruled: see *Leir v. Bouverie*, (1891) 3 Ch. 82, 102, where, however, it is intimated that the judgment in *Slim v. Croucher* would have been right if the statement of the Deft had amounted to a warranty that the lease, when granted, would be valid; see also *Re Tillott*, *Lee v. Wilson*, (1892) 1 Ch. 56.

NOTES.

MISREPRESENTATION GENERALLY.

Right to Relief.—Where a misrepresentation is made and acted upon, and thereby a loss accrues to the person acting upon it, relief may be obtained both at law and in equity: *Slim v. Croucher*, 1 D. F. & J. 518, 523; Form 1, *sup.*; *Hill v. Lowe*, 11 Eq. 215; *Ramshire v. Bolton*, 8 Eq. 294 (*Whitmore v. Mackeson*, 16 Beav. 126, not being followed); *Burroues v. Lock*, 10 Ves. 470; per Lord Eldon, in *Evans v. Bicknell*, 6 Ves. 174, 182; *Colt v. Wollaston*, 2 P. Wms. 156; *Paisley v. Freeman*, 3 T. R. 51.

Rescission of a contract on the ground of misrepresentation may be obtained without showing knowledge by the Deft of its untruth: *Redgrave v. Hurd*, 20 Ch. Div. 1, 12; *Re Met. Coal Consumers' Assoc., Karberg's Case*, (1892) 3 Ch. C. A. 1, 13; but in order that an action of deceit for damages may be maintained the Plt must prove actual fraud: *Derry v. Peek*, 14 App. Cas. 337; *Smith v. Chadwick*, 9 App. Cas. 187; *Arkuwright v. Newbold*, 17 Ch. Div. 301; *Angus v. Clifford*, (1891) 2 Ch. 449; *Jolliffe v. Baker*, 11 Q. B. D. 255.

Misrepresentation may be either express (*suggestio falsi*), or implied (*suppressio veri*): *Pulford v. Richards*, 17 Beav. 87, 96; as in cases where an erroneous representation has been allowed to remain uncorrected: *Reynell v. Sprye*, 1 D. M. & G. 660; *British Equitable Co. v. G. W. R. Co.*, 17 W. R. 43, 61; or where there is any obligation not to be silent or to make a full disclosure: *Fox v. Mackreth*, 1 L. C. 128; 6th ed. 141; *Walker v. Symonds*, 3 Sw. 62; *London Assurance v. Mansel*, 11 Ch. D. 363; Story, Eq. Jur. § 207 *et seq.*; *Willmott v. Barber*, 15 Ch. D. 965 (defining the elements or requisites necessary to constitute acquiescence amounting to fraud, i. e., such as makes it fraudulent for a man to set up his legal rights); Kerr on Fraud, p. 59 *et seq.*

In order that a misrepresentation should be fraudulent, so as to make a person liable for damages, it must be made dishonestly, i. e., knowingly, or without belief in its truth, or recklessly without caring whether it be true or false: *Derry v. Peek*, 14 App. Cas. 337; *Glasier v. Rolfs*, 42 Ch. Div. 436; *Arkuwright v. Newbold*, 17 Ch. Div. 301; *Elkington v. Hürter*, (1892) 2 Ch. 452; and with the intention that it should be acted upon: *Derry v. Peek*, *sup.*; *Edgington v. Fitzmaurice*, 29 Ch. Div. 459; or with reasonable ground for supposing that it would be acted upon by the other party: *Mills v. Fox*, 37 Ch. D. 153; and see *Jorden v. Money*, 5 H. L. C. 185; *Citizens' Bk. of Louisiana v. First Nat. Bk. of New Orleans*, L. R. 6 H. L. 352, 360; it is not enough that the statement is untrue, and made without any reasonable ground for believing it to be true; and however untrue a statement may be, yet if it is made in the honest though ill-founded belief that it is true, it is not fraudulent: *Angus v. Clifford*, *sup.*; but if a person make a representation against his own knowledge, or without any knowledge at all, he cannot afterwards be heard to say that he knew nothing of the truth or falsehood of what he stated: *Raulins v. Wickham*, 3 D. & J. 304, 315; *Evans v. Edmonds*, 13 C. B. N. S. 777, 786; *Reese River Mining Co. v. Smith*, L. R. 4 H. L. 64; *Hine v. Champion*, 7 Ch. D. 344; and see 1 Sm. L. C. 176; 9th ed. 187.

As to the liability of directors in respect of untrue statements in the prospectus, *v. inf.* p. 1932.

The misrepresentation must be of fact: *Beattie v. Ld. Ebury*, L. R. 7 H. L. 102, 130; 7 Ch. 777; *Bellairs v. Tucker*, 13 Q. B. D. 562; not of law: *Eaglesfield v. M. Londonderry*, 4 Ch. Div. 693; *Rashdall v. Ford*, 2 Eq. 750; but

quere whether a man who wilfully misrepresented the law would be allowed in equity to retain any benefit: *W. London Commercial Bank v. Kitson*, 13 Q. B. Div. 360, *per* Bowen, L. J.

—nor of mere matter of opinion: *Leyland v. Illingworth*, 2 D. F. & J. 253; *Bellairs v. Tucker*, *sup.*; nor of the private intent of the person making it: *Jordan v. Money*, 5 H. L. C. 185; in which case the representation, though it may amount to a promise or contract capable of being enforced, or be a ground for rescinding a transaction (*Re Carew*, 7 D. M. & G. 43, 52), does not amount to a misrepresentation fraudulent at the time when it is made: *Bold v. Hutchinson*, 5 D. M. & G. 558; and see *Traill v. Baring*, 4 D. J. & S. 318; and, if it merely amounts to a promise to repay money, is not in any case a ground for equitable relief: *Ramshire v. Bolton*, 8 Eq. 299; *Slim v. Croucher*, 1 D. F. & J. 524; *secus*, where the statement of intention is coupled with a material statement of fact: *Smith v. Land and House Property Corporation*, 28 Ch. Div. 7.

But misrepresentation may be by conduct, *ex. gr.*, where a co., not having power to accept bills by putting it in the power of a person to negotiate their acceptance, represent to a *bonâ fide* holder that they have authority to accept: *W. London Commercial Bank v. Kitson*, 13 Q. B. Div. 360; and a misstatement of intention—*ex. gr.*, showing the object for which money is required—may be also a misstatement of fact: *Edgington v. Fitzmaurice*, 29 Ch. Div. 459.

It must be material: *Jennings v. Broughton*, 5 D. M. & G. 126; *Angus v. Clifford*, (1891) 2 Ch. 449; made to, or intended to be relied on by, the person injured: *Barry v. Croskey*, 2 J. & H. 1; *Peck v. Gurney*, L. R. 6 H. L. 377, 412; *Arkwright v. Newbold*, *sup.*; *Edgington v. Fitzmaurice*, *sup.*; *Derry v. Peek*, *sup.*; *Mills v. Fox*, 37 Ch. D. 153; and the proximate cause or a material inducement of the transaction: *Re Reese River, &c. Co., Smith's Case*, 2 Ch. 611; *Nicol's Case*, 3 D. & J. 422; *Edgington v. Fitzmaurice*, *sup.*; *Smith v. Chadwick*, 9 App. Cas. 187; but not necessarily the sole inducement: *Re London and Leeds Bank, W. N.* (87) 31; *New Brunswick, &c. Co. v. Conybeare*, 9 H. L. C. 711; and therefore the person injured must not have relied on his own investigation of its truth: *Attwood v. Small*, 6 Cl. & F. 232; *Clapham v. Shillito*, 7 Beav. 146, 149; but the Court will not readily infer such reliance when specific representation has been proved: *Redgrave v. Hurd*, 20 Ch. Div. 1; *Smith v. Land and House Property Corporation*, 28 Ch. Div. 7; and the mere fact that he might, if he had inquired, or used the means of discovery afforded to him, have discovered the untruth, is no defence: *Central Ry. Co. of Venezuela v. Kisch*, L. R. 2 H. L. 99, 120; *Redgrave v. Hurd*, 20 Ch. Div. 1; *Smith v. Land and House Property Corporation*, 28 Ch. Div. 7.

Mode and Form of Relief.—Before the Jud. Acts the equity of the person injured was, at his option, to have the misrepresentation made good as far as possible: *Slim v. Croucher*, 1 D. F. & J. 518; or, if made by the other party to the contract or dealing, to have the transaction set aside: *Rawlins v. Wickham*, 3 D. & J. 304; *Reynell v. Sprye*, 1 D. M. & G. 660; *Pulsford v. Richards*, 17 Beav. 95; and see *Ld. Clermont v. Tasbrugh*, 1 J. & W. 112; provided that the parties could be remitted to their former position: *Nicol's Case*, 3 D. & J. 387, 431; and see *Lindsay, &c. Co. v. Hurd*, L. R. 5 P. C. 221, 240.

At common law a contract induced by fraud was voidable at the option of the injured party if the other party could be remitted to his former state: *Ugihart v. Macpherson*, 3 App. Cas. 831; *Clarke v. Dickson*, E. B. & E. 148; or third parties had not acquired rights under it: *Oakes v. Turquand*, L. R. 2 H. L. 325; and as to the distinction between the case of a contract induced by fraud and that of mere failure of consideration, see *Kennedy v. Panama, &c. Co.*, L. R. 2 Q. B. 580, 587.

By analogy to the rule at common law in the case of actions for deceit, indemnity could not be obtained in equity after the death of a person in respect of misrepresentations made by him during life, unless there had been a breach of a fiduciary relation, as in *Walsham v. Stainton*, 1 D. J. & S. 678; *Young v. Wallingford*, 31 W. R. 838; or unless the misrepresentation affected rights or property in the hands of his representatives, as in *Ingram v. Thorp*, 7 Ha. 67; and by the same analogy mere non-disclosure of facts was held insufficient to sustain a suit for indemnity unless it amounted to a substantial falsification: *Peck v. Gurney*, L. R. 6 H. L. 377, 393, 403.

On the same principle, where indemnity was sought in equity against an agent who had not received profit from a misrepresentation, it was necessary to establish the *scienter* against him: *Henderson v. Lacon*, 5 Eq. 249, 262; and see 1 Sm. L. C. 175, 176; 9th ed. 188, 189.

Where the misrepresentation is the fraud of an agent, the principal cannot retain any benefit obtained through it: *Western Bank of Scotland v. Addie*, L. R. 1 H. L. Sc. 145, 158, 167; *Kisch v. Central Ry. Co. of Venezuela*, 3 D. J. & S. 122; S. C., L. R. 2 H. L. 99; *New Brunswick Co. v. Conybear*, 9 H. L. C. 711, 725, 749; *National Exchange Co. v. Drew*, 2 Macq. 103, 125; *Henderson v. Lacon*, 5 Eq. 249, 261; *Re Met. Coal Consumers' Assoc., Karberg's Case*, (1892) 3 Ch. 1, 13; and see *Bartlett v. Salmon*, 6 D. M. & G. 33; and on the question whether an innocent principal is liable for tort in respect of misrepresentation by his agent, see *Weir v. Bell*, 3 Ex. Div. 238; S. C., 3 Ex. D. 32, *nom.* *Weir v. Barnett*; *Mullens v. Miller*, 22 Ch. D. 194; *Swire v. Francis*, 3 App. Cas. 106; *Mackay v. Comml. Bk. of New Brunswick*, L. R. 5 P. C. 394; *Western Bk. of Scotland v. Addie*, L. R. 1 H. L. Sc. 145; *Barwick v. English Joint Stock Bank*, L. R. 2 Ex. 259; *Udell v. Atherton*, 7 H. & N. 172; *Cornfoot v. Fowke*, 6 M. & W. 358; *British Mutual Banking Co. v. Charnwood Forest Rail. Co.*, 18 Q. B. Div. 714.

One agent is not, it seems, responsible for the acts of another agent, unless he makes himself a principal in the fraud: *Cargill v. Bower*, 10 Ch. D. 502, 514.

In an action against a co., evidence of similar frauds committed on other persons by the same agent was held admissible: *Blake v. Albion Life Ass. Soc.*, 4 C. P. D. 94; and as to the scope of the authority of the secretary of a co. to make representations to persons proposing to take shares, or to deal with the co., see *Newlands v. National Employers' Accident Assoc.*, 54 L. J. Q. B. 428; *Barnett, Hoares & Co. v. South London Tram. Co.*, 18 Q. B. Div. 815.

And that a co. may be liable for the fraud of their secretary in forging the name of a director to a share certificate, see *Shaw v. Port Philip Gold Co.*, 13 Q. B. D. 103.

Money obtained by fraud cannot be followed into the hands of a person taking it *bonâ fide* in satisfaction of a debt: *Northern Counties, &c. Ins. Co. v. Whipp*, 26 Ch. Div. 482; but where the payment is for an illegal purpose, as stifling a prosecution, the money may be followed by a person who is not a party to the illegal act: *Exp. Wolverhampton Banking Co.*, 14 Q. B. D. 32.

In cases of rescission the complaint should be put forward at the earliest period: *Central Ry. Co. of Venezuela v. Kisch*, L. R. 2 H. L. 99, 125; *Jennings v. Broughton*, 5 D. M. & G. 139; after discovery of the fraud: *Browne v. McClintock*, L. R. 6 H. L. 456; and *semble* (in the case of a company) within three months: *Heymann v. European Central Ry. Co.*, 7 Eq. 154; *Ogilvie v. Currie*, 37 L. J. Ch. 541.

In cases where indemnity is sought, the analogy of the Statutes of Limitations will be followed: *Peck v. Gurney*, L. R. 6 H. L. 384, 402.

And in cases of concealed fraud, within 3 & 4 W. 4, c. 27, s. 26, the Plt must show that he has been deprived of the property by the fraud, and that it could not, with reasonable diligence, have been discovered more than the statutory period before action brought: *Lawrance v. Lord Norreys*, 15 App. Cas. 210.

General allegations of fraud are insufficient; and where they are made and not supported, the Court may dismiss the action as an abuse of the procedure: *Lawrance v. Lord Norreys*, 15 App. Cas. 210; or direct an account to be taken without regard to them: *Wallingford v. Mutual Soc.*, 5 App. Cas. 685.

And costs on the higher scale have been allowed where wholly unfounded charges of fraud have been made: *Harrison v. Leutner*, 24 Ch. D. 594; but see *Re Terrell*, 22 Ch. Div. 473.

Judgment may be given against a bankrupt for a debt incurred by fraud, but not to be enforced until after his discharge: *Ross v. Gutteridge*, 52 L. J. Ch. 280.

Where a contract is rescinded, interest on money paid under it is given not by way of damages, but on the ground that the parties are to be restored as far as possible to their original position: *Re Met. Coal Assoc., Karberg's Case*, (1892) 3 Ch. C. A. 17.

2. *Purchase completed through Fraud and Misrepresentation set aside.*

“**DECLARE**, that the Plt B. was induced to complete his purchase of the hereditaments &c., in the pleadings mentioned, by the fraudulent misrepresentations of the Defts A. and W.; And Declare that the several agreements entered into by the Plt for the purchase of the said hereditaments, and carried into effect and completed by him, ought to be rescinded; And Let the same be (within &c.) delivered up to the Plt B. to be cancelled; And Let the Deft A. (within &c.) procure the deeds of covenant which were executed by the Plt, to be delivered up to be cancelled.”—1. Account of interest on the purchase-money paid by the Plt to the Deft A. after the rate of £4 p. c. per ann. from the time of payment; 2. Account of money paid by the Plt in respect of auction duty on the sale; 3. Account of the costs, charges, and expenses, paid and incurred by the Plt in consequence of, and incident to, the purchase; 4. Account of rents and profits received by the Plt;—“And Let what shall appear to be due on such account of rents and profits be deducted from the said sum of £—, and what shall appear to be due for interest thereon, and the said auction duty and costs, charges, and expenses; And Let the balance which shall be certified to be due to the Plt B. be (within &c.) paid to him by the Deft A.; And Let, upon such payment, the Plt reconvey to the Deft A. the said hereditaments &c.—Defts to pay Plt’s costs of action.—Liberty to apply.—*Berry v. Armistead*, M. R., 22 April, 1836, A. 955; 2 Kee. 229.

For like decree, with an inquiry when the Plt quitted possession of the premises in question, and an account of all sums paid, laid out, or expended by the Plt upon repairs, and of all costs, charges, and expenses to which the Plt had been properly put in consequence of, or incident to, the purchase and conveyance, see *Edwards v. M’Leay*, 2 Sw. 287.

For like decree, declaring that a conveyance of copyholds as freeholds was inoperative, and directing, upon payment by the Deft of the balance certified to be due from him, the Plts to deliver to the Deft possession of the premises, and the deed of conveyance, together with all deeds, &c. delivered by him to them, and directing a copy of the decree to be indorsed upon the conveyance, see *Hart v. Swaine*, Fry, J., 5 Nov. 1877, A. 1954; 7 Ch. D. 42.

For decree, where an agreement for purchase by a co. had been rescinded on the ground of misrepresentation, directing an account of the moneys paid on account of the purchase, with interest from the respective days of payment until one month after the date of the certificate, the amount when certified to be paid to the official liquidator of the co., and the Deft to deliver up to the official liquidator such of the bonds of the co., numbered &c., as were in his custody or power, and to concur with any other persons in the delivery to him of the several bonds in the possession or power of a bank, or of any other persons; and declaring a lien in favour of the Plts upon a fund in Court for the amount to be certified, and payment thereof out of the fund in case of default by the Deft, see *Aberaman Ironworks v. Wickens*, L. C., 25 Nov. 1868, A. 2994; 4 Ch. 101.

For order on further consideration setting aside a purchase of shares, except as to twenty shares which had been re-sold, it appearing that, at the date of the commencement of the suit, the Plt had in his possession or power all the shares purchased by him of the Deft (except the twenty shares sold) subject only to the right of the co. to insist on a forfeiture, see *Maturin v. Tredinnick*, 4 N. B. 15.

NOTES.

SUGGESTIO FALSI—VENDOR AND PURCHASER.

Agreements for sale have been rescinded on the ground of misrepresentation—

— of the acreage of the property: *Aberaman Ironworks v. Wickens*, 4 Ch. 101;

— of the position and right of access to it: *Stanton v. Tattersall*, 1 Sm. & G. 329;

— of the ownership of it, the vendors professing to be only agents, and in that capacity guaranteeing performance: *Wilson v. Short*, 6 Ha. 366; but see *Forbes v. L. & G. Co.*, 1 Sim. 63; 1 Russ. & M. 83;

— by concealment of the existence of a public way: *Gibson v. D'Este*, 2 Y. & C. C. 542, reversed *sub nom. Wilde v. Gibson*, 1 H. L. C. 605, *v. inf.*;

— of the merits of a patented invention, aided by fraudulent experiments: *L. v. H.*, 2 Y. & C. Ex. 46;

— of the value of the property, on the part of a purchaser who was well acquainted with it, while the vendor had never seen it and trusted wholly to the purchaser: *Heworth v. Wearing*, 12 Eq. 320;

— by concealment on the part of the purchaser of the falling into possession of a reversion: *Turner v. Harrey*, Jac. 169;

— by stating, contrary to the fact, that the property was let to a most desirable tenant: *Smith v. Land and House Property Corporation*, 28 Ch. Div. 7.

An agreement for sale was not rescinded when an underlease was represented as a lease: *Burlett v. Salmon*, 6 D. M. & G. 33; though in such a case specific performance will not be enforced: *sup.* p. 1855.

Sales have been set aside after the execution of the conveyance and completion of the purchase on the ground of misrepresentation—

— of the tenure of the property: *Hart v. Swaine*, 7 Ch. D. 42; *Nash v. Wickers*, 52 L. T. N.S. 49, *q. r.* as to measure of damages in lieu of rescission;

— of the ownership of it, the real vendor professing to be agent, and so gaining undue credence for his opinion of it: *Maturin v. Tredinnick*, 2 N. R. 514; S. C. 4 N. R. 15; or professing to have no interest in it with the same object: *Lindsay Petroleum Co. v. Hurd*, L. R. 5 P. C. 221;

— of the uncertainty and difficulty of establishing a title to it in the case of rights under a will: *Reynell v. Sprye*, 1 D. M. & G. 660; 8 Ha. 222;

— of the vendor's ability to remove defects in the title, by means of which the engrossment of the conveyance was obtained from the purchaser's solicitor, and its execution by him fraudulently procured in his solicitor's absence: *Berry v. Armistead*, 2 Kee. 221, Form 2, *sup.* p. 1927;

— by concealment of defect in title: *Edwards v. McLeay*, Cooper, C. C. 308; 2 Sw. 287.

Where the defects are patent, there can be no relief in respect of *suppressio veri*: *Bowles v. Round*, 5 Ves. 588; and as to the application of the maxim *caveat emptor*, where the purchaser or his agents had means of knowledge, and in fact relied on those means, see *Attwood v. Small*, 6 Cl. & F. 232 (explained by Jessel, M. R., in *Redgrave v. Hurd*, 20 Ch. Div. 1); and as to the difference between a defence to an action for specific performance and an action to rescind an executed conveyance or contract, see *per* Ld. Cottenham in *Figers v. Pike*, 8 Cl. & F. 645; *Day v. Newman*, 2 Cox. 77.

It was held that, where a suit was instituted to set aside an agreement for sale on the ground of personal fraud by the vendor, it was not enough to show *suppressio veri* on the part of the vendor's agent: *Wilde v. Gibson*, 1 H. L. C. 605, reversing *Gibson v. D'Este*, 2 Y. & C. C. 542; but this decision has been questioned: Sugd. V. & P. 328; and see *Western Bk. of Scotland v. Addie*, L. R. 1 H. L. Sc. 145.

When a lease obtained by an infant on his representation that he was of full age is set aside, the lessor cannot recover damages for use and occupation: *Lempriere v. Lange*, 12 Ch. D. 675.

Sales induced by misrepresentation being voidable not void (*v. sup.* p. 1925), a reconveyance should be directed in all cases where the conveyance has been

executed: *Berry v. Armistead*, 2 Keen, 221; *Edwards v. McLean*, 2 Sw. 287; *et v. sup.* p. 1916; except in cases where such conveyance was ineffectual to pass any legal estate: *Hart v. Swaine*, 7 Ch. D. 42.

As to setting aside a partnership induced by misrepresentation, *v. sup.*, Chap. XLIX., p. 1798.

Auctioneers having been rightly joined as Defts to an action to set aside a sale on ground of fraud, cannot claim to be dismissed from the action merely upon payment of the deposit into Court with costs to date of payment: *Heatley v. Newton*, 19 Ch. Div. 326.

Valuers employed to value a property, and recklessly misstating the value, were held liable for the loss sustained by reason of the insufficiency of value: *Cann v. Wilson*, 39 Ch. D. 39; but see *Le Lievre v. Gould*, (1893) 1 Q. B. (C. A.) 491.

3. *Concealment by Purchaser in Fiduciary Relation—Purchase set aside—Accounts—Payment—Reconveyance—Deeds.*

"DECLARE that under the circumstances established in evidence in this action, and in particular having regard to the youth and the embarrassments of T., the intestate &c., and the duty which the Deft W. the younger had undertaken of advising him with reference to the arrangement of the claims of his creditors, it was not competent to the said Deft to become the purchaser of the intestate's moiety of the estate at — in the pleadings mentioned, and of the minerals under the same, without communicating to the intestate all the information which the said Deft had acquired with reference to the value of the property, and in particular without communicating to the intestate the estimate obtained by the said Deft from C. in the pleadings mentioned; And Declare that the agreement dated the 5th October, 1859, in the pleadings mentioned, ought to be set aside; and that the conveyances made in pursuance thereof ought to stand only as a security for the moneys paid by the said Deft, with interest on the mortgages paid off, and upon the sums advanced by him upon the security of the written agreements between the intestate and the Defts, dated &c., in the pleadings respectively mentioned, according to the several rates borne by such mortgages and agreements respectively, and as to the remainder of the said moneys, with interest at the rate of £4 p. c. per ann. from the respective times of payment; And order and adjudge the same accordingly."—1. Account of all sums paid by the Deft W. the younger on account of the purchase-money payable under the said agreement of the 5th October, 1859, and the conveyances made in pursuance thereof, and what is due to the said Deft in respect of such payments, with interest thereon at the rate of £4 p. c. per ann.; 2. Inquiry what mortgages on the estate have been paid off by the said Deft, and what sums were paid by him to the intestate under the agreements dated &c., respectively, and what is due to him in respect of such payments, with interest thereon at the rate which the said mortgages and agreements respectively carried; 3. Account of rents received by the said Deft, with wilful default—Amount to be deducted and the balance to be certified—Plt within a limited time to pay to the said Deft the amount certified to be due; And upon payment the said Deft to reconvey and deliver up the agreement of 5th October, 1859, and the

conveyances made in pursuance thereof, and all title-deeds &c.—“And Let the bond in the pleadings mentioned to have been given by the Deft W. the younger to the intestate for the unpaid instalments of the purchase-money under the said agreement be delivered up to the said Deft for the purpose of enabling the delivery up of such of the said documents as are now deposited with the — Bank or the manager thereof.”—Plt to be at liberty, after such payment to the said Deft, to apply, in the joint names of himself and the said Deft, to the Bank for the delivery to the Plt of the deposited documents.—And the Bank to be at liberty to deliver up such documents to the Plt.—Dismiss the action as against the Deft W. the elder.—Deft W. the younger to pay Plt’s costs of action.—Liberty to apply.—See *Tate v. Williamson*, V.-C. W., 14 Feb. 1866, B. 513; 1 Eq. 528; affd. 2 Ch. 55.

4. *Purchase set aside, and to stand as Security only for Sums Advanced—Accounts.*

DECLARE that under the circumstances appearing in the evidence, and having regard to the fiduciary relationship existing between S. and P. in the pleadings named, the purchase by the said S. from the said P. of the share and interest of the said P. under the will of W. ought to be set aside, and that the assignment thereof, dated &c., ought to stand as security only for any sum actually paid by the said S. to the said P., or to the Plt as his executrix in respect of such purchase, including by consent of the Plt the sum of £320 paid to her by R., a son of the said S. as a gift, on or about the — day of —, and for the sum of £140 due from the said P. to the said S. at the time of such assignment, and £55 paid by the said S. to A. on account of the said P., together with interest at the rate of £4 p. c. per ann. on the said sums of £140 and £55 from the date of the said assignment, and on such other sums from the time when they were respectively paid; And Let the following &c.: 1. An account of what is due to the said S. on the security of such assignment, having regard to the foregoing declaration; 2. An account of all sums received by the said S., or by the Deft L. as his executor, in respect of the share and interest of the said P. under the will of W., with interest on such sums at the rate of £4 p. c. per ann. from the time when such sums were respectively received.—Directions for payment and reassignment of securities.—*Plowright v. Lambert*, Chitty, J., 1 April, 1885, B. 540; S. C., 52 L. T. N.S. 646.

NOTES.

SUPPRESSIO VERI—FIDUCIARY PURCHASERS.

Where the parties to any contract or dealing stand in any relation to each other in which confidence is necessarily reposed by the one party in the other, the person so trusted will not be permitted to obtain any advantage from it, unless he has put himself absolutely at arm’s length, and has made full disclosure of all facts within his knowledge material to the contract or dealing:

Tate v. Williamson, 2 Ch. 55, 61; *Murphy v. O'Shea*, 2 J. & L. 422, 425; *Louther v. L.*, 13 Ves. 95, 103; *Gibson v. Jeyes*, 6 Ves. 266, 271; *Fox v. Mackreth*, 1 L. C. Eq. 123; 6th ed. 141; *Plowright v. Lambert*, 52 L. T. N.S. 646; *Lewin*, 534, 538.

Thus it has been decided that an agent must disclose his true position as purchaser: *Dunne v. English*, 18 Eq. 524; *Murphy v. O'Shea*, 2 J. & L. 422; *McPherson v. Watt*, 3 App. Cas. 254; or that leases had been applied for and rents duly paid: *Molony v. Kernan*, 2 Dr. & War. 31; a managing partner the value of his partner's share: *Maddeford v. Austwick*, 1 Sim. 89; 2 My. & K. 279; a trustee his knowledge of the value of the property: *Fox v. Mackreth*, 1 L. C. Eq. 123; 6th ed. 141; a solr the nature and urgency of mortgagees' demands: *Gibbs v. Daniel*, 4 Giff. 1; so also a relative, called in to advise the vendor as to payment of his debts, was held bound to disclose a valuation he had obtained: *Tate v. Williamson*, 2 Ch. 55; 1 Eq. 528; Form 3, *sup.* p. 1929; and a purchaser holding documents of title, the nature of the title: *Summers v. Griffiths*, 35 Beav. 27.

But a solr was held not bound to disclose mere speculative advantages of which his client was as well able to judge as himself: *Edwards v. Meyrick*, 2 Ha. 60.

A trustee cannot purchase indirectly in the name of another person: *Re Postlethwaite, P. v. Rickman*, 59 L. T. N.S. 58 (reversed on appeal on other grounds, 37 W. R. 200; 60 L. T. N.S. 514); and as he cannot buy on his own account, so neither can he as agent for another person: *Mockerjee v. M.*, 2 L. R. Ind. App. 18; and the partner of a trustee cannot purchase: *Exp. Forder, W. N.* (81) 117; *Exp. Burnell*, 7 Jur. 116; *Exp. Moore*, 51 L. J. Ch. 72; 45 L. T. N.S. 558; 30 W. R. 123.

The cases decided are to be regarded as illustrating, not limiting, the application of the rule, for the Court has been careful not to fetter its jurisdiction in cases of fiduciary relation by defining the precise limits of its exercise: *Tate v. Williamson*, 2 Ch. 61.

The mere fact that the purchaser had been agent to the vendor's brother, was held insufficient to constitute any fiduciary relation between vendor and purchaser: *Haygarth v. Wearing*, 12 Eq. 320, and the rule does not apply to a potential trustee who never actually becomes such: *Clark v. C.*, 9 App. Cas. 733; or to a trustee selling to a co. in which he is a shareholder: *Farrar v. Farrars, Limited*, 40 Ch. Div. 395.

And where the parties are in other respects at arm's length, it is not enough for the vendor, even though aged and infirm, to say that he had no professional adviser, in order to bring himself within the application of the rule: *Harrison v. Guest*, 6 D. M. & G. 424; 8 H. L. C. 481.

Where a person, standing in a fiduciary relation to a vendor, purchases from him, the onus is upon the purchaser, apart from any question as to the adequacy or inadequacy of the consideration, to show that due protection was afforded to the vendor: *Harrison v. Guest*, 6 D. M. & G. 424, 432; and accordingly, if a solr, acting as the vendor's solr, *in hac re* (*Edwards v. Meyrick*, 2 Ha. 68; *Gibson v. Jeyes*, 6 Ves. 278), purchases from his client he must prove that the bargain is, speaking generally, as good as could have been obtained from any other purchaser: *Pisani v. A. G. for Gibraltar*, L. R. 5 P. C. 516; *Savery v. King*, 5 H. L. C. 655; *Holman v. Loynes*, 4 D. M. & G. 270; *Spencer v. Topham*, 22 Beav. 573; *Gibson v. Jeyes*, 6 Ves. 266, 278; *secus*, where he is not solr *in hac re*: *Montesquieu v. Sandys*, 18 Ves. 302; *et v. inf.* p. 1947.

Where there is no fiduciary relation between the parties, mere inadequacy of consideration is not a ground for rescinding a sale: *Harrison v. Guest*, 6 D. M. & G. 424; 8 H. L. C. 481; but inadequacy of consideration in cases where the vendor had no proper advice, was helpless, or not allowed sufficient time to act with caution, has been held sufficient to show that undue advantage has been taken of him, and thus to be a ground for rescission: *Clark v. Malpas*, 4 D. F. & J. 401; *Evans v. Llewellyn*, 1 Cox, 333; and see *Fry v. Lane, Whittet v. Bush*, 40 Ch. D. 312; or to throw upon the purchaser the onus of proving the fairness of the transaction: *Baker v. Monk*, 4 D. J. & S. 388; *Press v. Coke*, 6 Ch. 645.

Cases of fraud are not within the rule of Equity limiting the account of rents and profits, against persons in adverse possession, to the period since the commencement of the action: *Hicks v. Sallitt*, 3 D. M. & G. 782, 813; *Pulteney v. Warren*, 6 Ves. 93; and see *Nanney v. Williams*, 22 Beav. 452.

Where a purchase by a solicitor or agent is set aside, it has been held that an account of rents and profits, on the footing of wilful default, ought to be directed, though no special case of neglect or default had been raised on the pleadings: *Adams v. Swower*, 2 D. J. & S. 44, 61; *Plowright v. Lambert*, 52 L. T. N.S. 646; *Tate v. Williamson*, 2 Ch. 55; 1 Eq. 528; Form 3, *sup.* p. 1929.

5. *Misrepresentation in Prospectus—Allotment of Shares set aside and Deposit to be refunded—Action by Shareholder against the Company and Directors.*

DECLARE that the Plt is entitled to have the contract entered into by him for taking the ten shares in the Defts, the E. I. Co. in the pleadings mentioned, set aside in respect of the misrepresentation contained in the prospectus of the said co. on the faith of which he made his application for such shares, such misrepresentation having relation to the amount of shares alleged to have been subscribed for, and also (to) the statement (therein contained) as to the purchase of the two several properties of the S. and L. estates, and order and adjudge the same accordingly; And Let the Defts, the E. I. Co. and W. &c. (*directors*), pay to the Plt R. the deposit of £— paid by him on the said shares; And Let the Defts the E. I. Co. and W. &c., remove the name of the Plt as a shareholder from the register of shareholders of the said co.—(*Injunction against proceedings to recover calls.*)—Defts to pay Plt's costs of action.—Liberty to apply.—*Ross v. Estates Investment Co.*, V.-C. W., 20 Nov. 1866, B. 2420; 3 Eq. 122, as varied on appeal, L. C., 22 July, 1868, B. 2350; 3 Ch. 682.

For like decree, see *Henderson v. Lacon*, V.-C. W., 7 Dec. 1867, A. 2788; 5 Eq. 263.

For decree for repayment of moneys paid in respect of shares taken on the faith of misstatements in a prospectus, and for an injunction, see *Kisch v. Central Ry. Co. of Venezuela*, L.J.J., 21 July, 1865, A. 1663; 3 D. J. & S. 122; *affd.* L. R. 2 H. L. 99.

6. *Misrepresentation in Prospectus—Damages.*

LET the Plts A. &c. recover against the Defts S. &c. the amount of damages which shall be certified under the inquiry hereby directed in respect of deceit and misrepresentation contained in the prospectus in the pleadings mentioned, and also their costs of this action up to and including this hearing, to be taxed by the Taxing Master; And Let an inquiry be made what damages such last-named Plts have sustained by reason of such deceit, having regard to the price paid by them for their debenture stock, and the value of that stock at the date of allotment.—Directions for taxation and payment of costs.—*Arnison v. Smith, Kekewich, J.*, 8 Aug. 1888, A. 2449; *affd.* on appeal, 12 April, 1889, A. 628; 41 Ch. Div. 348.

NOTES.

Right to Relief.—The principle is, that those who issue a prospectus holding out to the public the great advantages which will accrue to persons who will take shares in a proposed undertaking, and inviting them to take shares on the

faith of the representations therein contained, are bound to state everything with strict and scrupulous accuracy, and not only to abstain from stating as fact that which is not so, but to omit no one fact within their knowledge the existence of which might in any degree affect the nature, or extent, or quality of the privileges and advantages which the prospectus holds out as inducements to take shares: *New Brunswick, &c. Co. v. Muggeridge*, 1 Dr. & Sm. 363, 381; per Lord Chelmsford, in *Central Ry. Co. of Venezuela v. Kisch*, L. R. 2 H. L. 99, 113; *Henderson v. Lacon*, 5 Eq. 249, 262; *Scott v. Snyder Projectile Co.*, 66 L. T. N.S. 279.

Though some high colouring may be expected and allowed, the public ought to have the same opportunity of forming a judgment as the persons issuing the prospectus themselves possess: *Central Ry. Co. of Venezuela v. Kisch*, L. R. 2 H. L. 99, 113; *S. C.*, 3 D. J. & S. 122, 135; *Scott v. Snyder*, *sup.*

The misrepresentation must be clearly made out: *Hallows v. Fernie*, 3 Ch. 467, 476; *Bellairs v. Tucker*, 13 Q. B. D. 562; and the party seeking relief must show that he was materially influenced by it: *Re London and Leeds Bank*, W. N. (87) 31; *Edgington v. Fitzmaurice*, 29 Ch. Div. 459; *Smith v. Chadwick*, 9 App. Cas. 187, and *sup.* p. 1925; *Re Met. Coal Assoc., Karberg's Case*, (1892) 3 Ch. C. A. 1. A mere variation in the language of the memorandum of association from that of the prospectus is not sufficient; *secus*, if the obligations under the two documents are substantially different: *Downes v. Ship*, L. R. 3 H. L. 343; *Stewart's Case*, 1 Ch. 574; *Webster's Case*, 2 Eq. 741; and even if the difference is sufficient to enable an allottee to rescind his contract, he will not be able, in the absence of direct fraud, to make the directors personally liable: *Ship v. Croskill*, 10 Eq. 73; *Stewart v. Austin*, 3 Eq. 299.

On the question what misrepresentation is sufficient to avoid a contract to take shares, see *Hallows v. Fernie*, 3 Eq. 520; 3 Ch. 467; *Denton v. McNeil*, 2 Eq. 352; *Kennedy v. Panama, &c., Co.*, L. R. 2 Q. B. 580; *Re Scottish Petroleum Co., Anderson's Case*, 17 Ch. D. 373 (retirement, before shares were allotted, of director on whose name the applicant relied); *Re Met. Coal Assoc., Karberg's Case*, (1892) 3 Ch. C. A. 1 (names of members of council of administration).

An allottee who has applied for shares on the faith of a misrepresentation is entitled to have the allotment rescinded in an action for the purpose; the misrepresentation of the directors or agents being for this purpose held binding on the co.: *Henderson v. Lacon*, 5 Eq. 249, 261; *et v. sup.* p. 1925; *Re Met. Coal Assoc., Karberg's Case*, (1892) 3 Ch. 1, 13; *Wainwright's Case, Edwards' Case*, 62 L. T. N.S. 30; 63 *ib.* 429; 64 *ib.* 561.

He may also apply under the Cos. Act, 1862 (25 & 26 V. c. 89), s. 35, for an order removing his name from the register; but in cases where the misrepresentation was denied (and the shares were fully paid up), the Court has required the question to be put in issue in a suit or action: *Askew's Case*, 9 Ch. 664.

But a transferee cannot obtain rescission, even though the transferor and original allottee was merely his agent, unless the co. was informed of the fact: *Hyslop v. Morel*, W. N. (91) 19.

Nor a shareholder who was aware of all the circumstances and knew as much as the promoter did: *Re British Burmah Lead Co., Vicker's Case*, 56 L. T. N.S. 815.

And there could be no rescission where the applicant for shares relied on a draft prospectus issued only by the promoters: *Re Canadian Meat Co., Tamplin's Case*, W. N. (92) 94, 846.

Where it is determined, in an action or on motion under sect. 35, that the allotment was not binding, the allottee may, in an action for the purpose, recover the money paid by him in respect of it from the co., and, on proving *scienter*, may also obtain indemnity from the directors making the misrepresentation: *Askew's Case*, 9 Ch. 664; *Ross v. Estates Investment Co.*, 3 Eq. 122; 3 Ch. 682; Form 5, *sup.* p. 1932.

A purchaser of shares in the open market cannot maintain an action in respect of misrepresentation in the prospectus, the office of which is exhausted when the shares are allotted: *Peck v. Gurney*, L. R. 6 H. L. 377.

And as to the fulness of explanation which directors must give in order to relieve themselves of future liability for past misrepresentation, and the

necessity for informing allottees that they are at liberty to withdraw and have their money back, see *Arnison v. Smith*, 41 Ch. Div. 348; Form 6, *sup.* p. 1932.

Liability of Directors.—As to the responsibility of a director who was not present at the meeting at which the prospectus was issued, but acted subsequently in reference to the issue, see *Peck v. Derry*, 37 Ch. Div. 541; and see *Ramskill v. Edwards*, 31 Ch. D. 100.

In order to maintain an action for deceit against directors in respect of misstatement in the prospectus, actual fraud must be shown: *r. sup.* p. 1924; and such action was held not to lie in respect of a statement by directors of a tramway co., false, but honestly believed by them to be true, that steam power might be used: *Derry v. Peck*, 14 App. Cas. 327, reversing *S. C.*, 37 Ch. Div. 541; or a false statement as to "capital employed" in a business, which might have been true if the value of the business premises had not been included, and was not proved to have been made dishonestly: *Glasier v. Rolls*, 42 Ch. Div. 436; or a strong expression of confidence that large profits would be made: *Bellairs v. Tucker*, 13 Q. B. D. 562; or where the statement was ambiguous, and the Plt did not show the meaning in which he understood it: *Smith v. Chadwick*, 9 App. Cas. 187; or where gross carelessness only was proved: *Angus v. Clifford*, (1891) 2 Ch. 449.

Secus, in the case of a statement that the capital had been "subscribed," when in fact it had only been allotted in fully paid-up shares to the contractor (such statement amounting, *per* Lord Halsbury, to actual fraud): *Arnison v. Smith*, 41 Ch. Div. 348; a statement that money to be borrowed was required for specified expenditure in developing the business; whereas it was in fact required to pay off liabilities: *Edgington v. Fitzmaurice*, 29 Ch. Div. 459.

But now by the Directors' Liability Act, 1890 (53 & 54 V. c. 64), s. 2, every person who has authorized the issue of a prospectus or notice inviting persons to subscribe for shares or debentures, or debenture stock of a co., "and every person who is a director of the co. at the time of the issue of the prospectus or notice, and every person who, having authorized such naming of him, is named in the prospectus or notice as a director of the co., or as having agreed to become a director of the co., either immediately or after a short interval, and every promoter of the co.," is liable to all subscribers for loss or damage by reason of any untrue statement contained in the prospectus or notice, unless he shows in effect—(a) that he had reasonable ground to believe that the statement was true, and (b) in the case of a statement taken from an engineer's, valuer's, accountant's, or expert's report or valuation, that it fairly represented the statement made by such engineer, &c., and (c) in the case of a statement made by an official person, or contained in a copy or extract from a public and official document, that it was a correct and fair representation of such statement, or copy of or extract from such document. But proof under clause (b) is not of any avail if it is shown that he had no reasonable ground to believe that the person making the statement, report, or valuation, was competent to make it. There is a further exception in the case of a person who proves—(i.) that having consented to become a director he withdrew before the prospectus or notice was issued, and that it was issued without his authority or consent; or (ii.) that it was issued without his knowledge or consent, and that, on becoming aware of its issue, he forthwith gave reasonable public notice that it was so issued; or (iii.) that after the issue, and before allotment, he, on becoming aware of any untrue statement, withdrew his consent thereto, and caused reasonable public notice of such withdrawal to be given. "Promoter," in the section means a promoter who was a party to the preparation of the prospectus or notice, or of the portion thereof containing such untrue statement, but does not include any person by reason of his acting in a professional capacity for persons engaged in procuring the formation of the co.; and "expert" includes any person whose profession gives authority to a statement made by him. Special provision is made in respect of any prospectus or notice issued by an existing co. for obtaining further capital: (sect. 4) for the indemnity of the non-delinquent director by his delinquent co-directors; and (sect. 5) for contribution of the delinquent directors *inter se*.

Liability of Company.—It seems that a co., as distinguished from its

directors, cannot be made liable in an action for deceit: *New Brunswick Co. v. Conybeare*, 9 H. L. C. 711, 725; *Western Bk. of Scotland v. Addie*, L. R. 2 H. L. Sc. 145, 158; and see *per* Cotton, L.J., in *Weir v. Bell*, 3 Ex. D. 233, 241.

Proceedings—Delay and Waiver.—Proceedings to rescind an allotment on the ground of misrepresentation must be commenced before the presentation of a winding-up petition: *Smith's Case*, 2 Ch. 604; *S. C.*, L. R. 4 H. L. 64; *Kent v. Freehold Land, &c. Co.*, 3 Ch. 493; *Oakes v. Turquand*, L. R. 2 H. L. 325; *Tennent v. City of Glasgow Bank*, 4 App. Cas. 615; *Houldsworth v. City of Glasgow Bank*, 5 App. Cas. 317; *Re Scottish Petroleum Co., Wallace's Case*, 23 Ch. Div. 413; even though the assets prove sufficient to pay the whole liabilities in full, together with the costs of the winding-up: *Re Hull and County Bk., Burgess's Case*, 15 Ch. D. 507; and cannot be amended after the winding-up, so as to raise a new ground of relief, but may be by way of amplification of the original case: *Cocksedge v. Met. Coal Assoc.*, 39 W.R. 636; 64 L. T. N.S. 826; 65 L. T. N.S. 432; *Cargill v. Bower*, 10 Ch. D. 502.

But an action commenced before the presentation of the petition is not barred if the winding-up order is made before judgment: *Henderson v. Lacon*, 5 Eq. 249.

Rescission must be expressly claimed on the pleadings: *Cargill v. Bower*, 10 Ch. D. 502.

A suit against a co. and its directors for rescission and indemnity, commenced in ignorance of a voluntary winding-up, was not stayed on the motion of the voluntary liquidator: *Hall v. Old Talargoch Co.*, 3 Ch. D. 749.

Where a Plt in a suit to recover from a co. money paid on the faith of misrepresentations in a prospectus, appeared as a contributory in support of a winding-up petition, he was held to have waived any right of rescission in the suit: *Cargill v. Bower*, 10 Ch. D. 502.

And so where the Plt informed the co. he should discontinue the action, and took no steps for nine months: *Reid v. London and Staffordshire Ins. Co.*, 53 L. J. Ch. 351; 46 L. T. N.S. 468.

But a shareholder who sold some of his shares before he discovered the fraud, did not thereby lose his right to rescission: *Re Mount Morgan Gold Mine, Exp. West*, 56 L. T. N.S. 622; and that a shareholder may be justified in waiting to see the result of a pending application for rescission by another shareholder, see *Re Met. Coal Assoc., Karberg's Case*, (1892) 3 Ch. C. A. 1.

And the waiver of one misrepresentation is no waiver of another unconnected therewith: *London and Provincial Lighting Co., Exp. Hale*, 55 L. T. N.S. 670, distinguishing *Re Russian Ironworks Co., Whitehouse's Case*, 3 Eq. 790.

Where a person has been a party to a misrepresentation of the objects and business of a co. as stated in the memorandum of association, the rule requiring proceedings to be commenced in a reasonable time will not apply as between him and the person complaining: *Downes v. Ship*, L. R. 3 H. L. 343.

In an action for rescission, payment into Court of money demanded by the co. for unpaid calls, is not sufficient to ground a motion for an injunction to restrain the co. from forfeiting the shares; the payment should be made to the co. without prejudice to any question: *Ripley v. Paper Bottle Co.* 57 L. J. Ch. 327.

As to statutory fraud within the provisions of the Cos. Act, 1867 (30 & 31 V. c. 131), s. 38, see notes, *inf.* p. 1938.

7. Misrepresentation and Concealment by Promoters—Purchase set aside at the Suit of the Company.

"DECLARE that the contract of the — day of — in the pleadings mentioned is not binding on the Plt Co. and ought to be rescinded and set aside, and delivered up to be cancelled, and order and adjudge the same accordingly; And Declare that the Defts E. &c., and the estate

of the Defts M. & Co. deceased, and the estate of the Deft V. deceased, are jointly and severally liable in respect to the Plt Co. the sum of £83,250, and the sum of £8,807 the last-mentioned sum being the amount paid by the Plt Co. in the proceedings named for the purchase of shares and bonus in the name of S. in the pleadings mentioned, and that the said several Defts are also jointly and severally liable to the Plt Co. for the 2,675 shares in the Plt Co., and the bonus warrants issued thereon to J. M. on the 6th day of Oct. 1877, as in the pleadings mentioned. And Let the Defts E. & Co., within — days after service hereof, pay to the Plt Co. the said sums of £83,250 and £8,807, making together £92,057, with interest at the rate of 4 p. c. per ann. on £83,250 part of the said sum of £92,057 from the 1st day of Nov. 1877, date of first payment, and on the sum of £8,807 the residue of the said sum of £92,057, from the 6th Feb. 1878, date of subsequent payment, and on the said sum of £8,807 from the 27th Nov. 1877, date of further payment. — Liberty to Plt Co. to carry in a proof in respect of the said sums, with such interest thereon as aforesaid against the estate of Defts M. & Co. — And Let the following be: 1. An inquiry which of the said 2,675 shares and the bonus warrants issued therewith to the said J. M. on the 6th of Oct. 1877, as in the pleadings mentioned, were transferred to and are still standing in the names of the Defts E. & Co., or any one or more of them, or of any person or persons in trust for them, or any one or more of them. 2. An account of the proceeds of the sale of such of the said 2,675 shares and bonus warrants as have been parted or dealt with by the Defts E. & Co., or by any one or more of them, and of the dates of such sales respectively; And Let the Defts E. & Co., and Deft P., as trustee of the estate of the said Defts M. & Co., and the Deft E. V., as executrix of the will of the said V. deceased, within one month after the date of the Chief Clerk's certificate, transfer or cause to be transferred to the Plt Co., or as they shall direct, such of the said 2,675 shares and bonus warrants issued therewith as shall have been transferred to, and have since remained, and are now standing in, the names of the Defts E. & Co., or any one or more of them, or of any person or persons in trust for them, or any one or more of them; And Let the Defts E. & Co., within one month after the date of the said certificate, pay to the Plt Co. what shall be certified to be the amount of the proceeds of the said shares parted or dealt with by the Defts E. & Co., or any one or more of them, or by any person or persons in trust for them, or any one or more of them, together with interest on such proceeds at the rate of 4 p. c. per ann. from the respective dates of the same having been received. — Liberty to Plt Co. to carry in a proof for the amount of the proceeds of such shares, with such interest thereon as aforesaid against the estate of the Defts M. & Co. — And Declare that the Plt Co. are entitled to be paid the said sums of £83,250 and £8,807 and interest thereon as aforesaid, together with the amount of such proceeds of the sale of the said shares, with such interest thereon as aforesaid, out of the estate of the

said V. and the costs, to be taxed by the Taxing Master, of and relating to the inquiries numbered 4, 5, 6, 7, and 8 (*administration accounts and inquiries*), hereby directed, in a due course of administration; And Declare that the Defts E. &c., and the Deft P. out of the estate of the Defts M. &c., and the Deft E. V. out of the estate of the said V. in a due course of administration, are jointly and severally liable to pay to the Plt Co. the costs of this action, including the costs of the inquiries Nos. 1, 2, and 3, hereby directed, and the costs of this appeal, and as to the Deft E., including the costs of the cross action of &c. to be taxed &c.; And Let the Defts E. &c. pay to the Plt Co. the amount of such costs when taxed."—Liberty to the Plt Co. to carry in a proof for the amount of such costs, other than the costs of the said cross action against the estate of the Defts M. &c.;—"And Let, 3, an account be taken of the profits, if any, made by the Plt Co. from the working of the said island of S., from the — of —, the day on which the Plt Co. took possession thereof, and in taking such account all just allowances are to be made to the Plt Co. for the expenses of and relating to such working and the realization of the produce thereof; And Let the Plt Co. upon receiving payment of the said sums of £83,250 and £8,807, with such interest thereon respectively as aforesaid, and upon receiving payment of the amount of the proceeds of the sale of the shares parted or dealt with as aforesaid and interest thereon, and of the aforesaid costs, deliver up the said contract dated &c., and the lease and possession of the said island of S., and the stores and stock thereon, and any documents relating thereto in possession of the said Plt Co., and pay (to the Defts) the amount of such profits, if any."—Deft E. V., the executrix of the said V., by her counsel not admitting assets of the said V., usual administration accounts of his personal and real estate.—Adjourn, &c.—*The New Sombrero Phosphate Co. v. Erlanger*, C. A. 26 Feb. 1877, B. 661; 5 Ch. D. 73; *affd.* in H. L. 3 App. Cas. 1218.

The estate of the deceased Deft was declared liable on the ground that he was a partner with the other members of the syndicate of promoters.

NOTES.

Liability of Promoter to Company.—“A promoter is in a fiduciary relation to the co. which he promotes or causes to come into being. If that promoter has a property which he desires to sell to the co., it is quite open to him to do so; but upon him, as upon any other person in a fiduciary position, it is incumbent to make full and fair disclosure of his interest and position with respect to that property”: *per* James, L. J., in *New Sombrero Phosphate Co. v. Erlanger*, 5 Ch. Div. 73, 118; Form 7, *sup.*; *Bagnall v. Carlton*, 6 Ch. Div. 371; and see *Craig v. Phillips*, 3 Ch. D. 722.

In default of such full disclosure, the co. are entitled to a rescission of any contract entered into without it: *New Sombrero Co. v. Erlanger*, 5 Ch. Div. 73; *Bagnall v. Carlton*, 6 Ch. Div. 371; and to recover from the promoters, and from all persons who have acted with them, the whole benefit which has been obtained without the sanction of their principals: *Bagnall v. Carlton*, 6 Ch. Div. 371; *Phosphate Sewage Co. v. Hartmont*, 5 Ch. Div. 394; and an action for the latter purpose may be maintained after a compromise with the actual vendors: *Bagnall v. Carlton*, *sup.*; and see note, *inf.* p. 1941.

A co. will be bound by laches; but it seems that a longer period of delay will be permitted in such a case than in that of a private person: *New Sombrovo Phosphate Co. v. Erlanger*, 5 Ch. Div. 73, 117; and see *S. C.*, 3 App. Cas. 1218.

The meaning of the word "promoter" is ambiguous, and it is necessary in each case to ascertain what the promoter really did before his legal liabilities can be determined: *Lydney Iron Co. v. Bird*, 33 Ch. Div. 85; *Emma Silver Mining Co. v. Lewis*, 4 C. P. D. 396.

For the definition of a promoter under the Directors' Liability Act, 1890, *v. sup.* p. 1934.

And that a solr acting for a co. in its earlier stages is not to be deemed a promoter, see *Re Great Wheal Polgooth Co.*, 53 L. J. Ch. 42.

A promoter is accountable to the co. for all moneys secretly obtained, just as though the relation of principal and agent, or of *c. q. tr.* and trustee existed: *Lydney Iron Co. v. Bird*, 33 Ch. Div. 85; and *v. inf.* p. 1941; and a sum found due from him in respect of a secret profit is a demand arising by reason of contract, and proveable in his bankruptcy, under sect. 31 of the Bankruptcy Act, 1869 (see sect. 37 of the Act of 1883): *Emma Silver Mining Co. v. Grant*, 17 Ch. D. 127.

Liability to Shareholders.—By the Companies Act, 1867 (30 & 31 V. c. 131), s. 38, every prospectus of a co., and every notice inviting persons to subscribe for shares in any joint stock co., shall specify the dates and the names of the parties to any contract entered into by the co., or the promoters, directors, or trustees thereof, before the issue of such prospectus or notice, whether subject to adoption by the directors of the co. or otherwise; and any prospectus or notice not specifying the same shall be deemed fraudulent on the part of the promoters, directors, and officers of the co. knowingly issuing the same, as regards any person taking shares in the co. on the faith of such prospectus, unless he shall have had notice of such contract.

The section is applicable only for the protection of shareholders, not of bondholders: *Cornell v. Hay*, L. R. 8 C. P. 328; and even in the case of shareholders gives no right of proceeding by action or otherwise against the co.: *Gover's Case*, 1 Ch. Div. 182; 20 Eq. 114.

It does not impose any obligation on a mere vendor to the co. to disclose what he gave for the property: *Craig v. Phillips*, 3 Ch. D. 722; *per* Lord Coleridge, C. J., in *Twycross v. Grant*, 2 C. P. D. 469, 488; even though he becomes a promoter subsequently to his purchase: *C. A. (diss. Brett, J.)*, in *Gover's Case*, 1 Ch. Div. 182.

An understanding under which the vendors, who were directors, were to, and did, transfer a portion of their paid-up shares to their co-directors, was held not to be a contract within the section: *Arkwright v. Newbold*, 17 Ch. Div. 301; but a contract by the vendors to pay the greater part of the purchase-money to the promoters is within the section: *Sullivan v. Mitcalfe*, 5 C. P. Div. 455.

On the question what contracts are within the purview of this section, see the judgments in *Twycross v. Grant*, 2 C. P. D. 469, and *Gover's Case*, 1 Ch. Div. 182.

The measure of damages recoverable in respect of misrepresentation in a prospectus has been held to be the difference between what was paid for the shares and what they would have fetched if the real facts had been known: see *Arkwright v. Newbold*, 17 Ch. D. 301.

An action by a shareholder against promoters for the price of shares on the ground of misrepresentation, can be carried on by the representatives of the Plt after his death, as being in respect of injury to the personal estate: *Twycross v. Grant*, 4 C. P. Div. 40; distinguishing *Peck v. Gurney*, *sup.* p. 1925; and *v. sup.* Vol. I., pp. 104, 105.

SECTION IV.—INEQUITABLE AND ILLEGAL TRANSACTIONS.

(1.)—ILLICIT DEALINGS BY AGENTS.

1. *Secret Profits to be refunded by Directors.*

LET the Defts C. and K., on or before the — day of —, pay to the liquidators of the I. M. C. Association, the sum of £11,236, retained by the Defts by way of profit out of the sum of £164,655, paid by the said Association to the Defts on account of the C— Ry. Co., as in the pleadings mentioned, with interest on the said sums at the rate of £4 p. c. per ann., from &c. until the day of payment; And Declare that the Plts are entitled to the benefit of whatever is recoverable by the Defts from the estate of P. or otherwise, in respect of the £6,320 to be paid to the Defts as additional commission on the issue of debentures of the said Ry. Co. as in the pleadings mentioned; And Let the Defts C. and K. execute to the Plts, or as they shall direct, a proper assignment of the said £6,320, such assignment to be settled by the Judge in case the parties differ.—Defts to pay Plts' costs of action.—No costs of appeal.—*Imperial Mercantile Credit Association v. Coleman*, V.-C. M., 26 March, 1870, A. 916; 6 Ch. 562, n., as varied on appeal, Lords' Journals, 9 May, 1873; L. R. 6 H. L. 189, 211.

For decree declaring the Defts trustees for the N. bank of all moneys which they had respectively received by way of profit from the sale or disposition of any of — shares, and that they were respectively liable to account to the bank for all such moneys and interest at £4 p. c.; declaring the Defts respectively trustees of any bonus shares issued to them, or their nominees, in respect of the said — shares; directing an inquiry whether the Deft M. had any, and what, beneficial interest in shares comprised in the bought and sold notes in the pleadings mentioned, and declaring him a trustee for the bank of all profits received by him from such interest, if any, and interest; and directing accounts and inquiries accordingly, with special directions as to costs, see *Parker v. M'Kenna*, L. C. and L. J.J., 14 Dec. 1874, B. 3563; 10 Ch. 96; varying decree of V.-C. B., 4 Aug. 1874, B. 2692; 10 Ch. 107, n.

2. *Inquiry as to Commissions, &c., received by Director.*

LET the following inquiry be made? 1. An inquiry what sum is due to the Deft A. from the Plt co. for commissions on order sales of fish, ice and game, supplied or sold by the Plt co. to its private customers, exclusive of fish sent to inland market towns on commission, and for money expended by him for them, and for goods supplied by him to them. [The following inquiries were added by the Court of Appeal:] 2. An inquiry at what dates the sums making up the said sum of £219 were received by the Deft A. from the E. Co. 3. An inquiry what sums have been received by the Deft A. from the H. Co. for such bonuses as before mentioned, and at what dates such sums were received by him respectively. 4. An inquiry what sums have been received by the Deft A. from the S. F. Co. for such bonuses as before mentioned, and at what dates such sums were received by them respec-

tively. Total amount and interest to be certified; And Let the Deft A., within fourteen days after the date of the chief clerk's certificate, pay to the Plts, the B. Co., what shall be certified to be such total amount as aforesaid.—*Boston Deep Sea Fishing and Ice Co. v. Ansell*, Kekewich, J., 1 Feb. 1888, A. 410; C. A. 27 June, 1888, A. 1998; S. C., 39 Ch. Div. 539.

3. *Contract set aside for Surreptitious Dealings between one Principal, and the Agent for the other.*

[Deft co. entered into a contract with Plt co. to make a submarine cable, to be paid for by instalments on the certificates of B., the Plt co.'s engineer, to whom the Plt co. was to pay 1½ p. c. commission for his services. The Deft co. thereupon sub-let the contract to B. The first instalment and the commission on it were paid before the discovery of the sub-contract.]

"DECLARE that, under the circumstances in the pleadings appearing, the agreement dated the — day of — in the pleadings mentioned between the Plt co. and the Deft co. ought to be set aside and be delivered up to be cancelled; And Let the said agreement be (within &c.) delivered up to the Plts the P. co. to be cancelled accordingly; And Let the Defts the I. co. on or before &c. pay to the Plts the P. co. the sum of £—, being the sum of £— (*first instalment*) in the pleadings mentioned, and the sum of £— for interest thereon at the rate of £4 p. c. per ann., from the — day of — (*date of receipt*) to the said — day of — (*date for payment*); And Let the Deft B., on or before the — day of —, pay to the Plts the P. co. the sum of £—, being the sum of £— paid to him as commission in respect of the said sum of £— (*first instalment*), and the sum of £— for interest thereon from the said — day of — to the said — day of — (*same period*)."—Defts the I. co. and B. to pay Plts' costs.—*Panama and South Pacific Telegraph Co. v. India Rubber, Gutta Percha, and Telegraph Works Co.*, V.-C. M., 24 March, 1875, B. 432; as varied on appeal, L. J.J., 27 April, 1875, B. 1036; 10 Ch. 515, 534.

The usual words declaring the contract invalid and not binding on the Plts. were, on the hearing of the appeal, directed to be omitted from the decree: S. C., 10 Ch. 528.

NOTES.

Disability of Agent to profit by his Agency.—No agent can in the course of his agency derive any benefit whatever without the sanction or knowledge of his principal: *Hay's Case*, 10 Ch. 593; *Re Carriage Co-operative Supply Association*, 27 Ch. D. 322; *Fawcett v. Whitehouse*, 1 Russ. & M. 132; *Hichens v. Congreve*, 1 Russ. & M. 150; *Beck v. Kantorowicz*, 3 K. & J. 230; *Exp. Williams*, 2 Eq. 216.

No man acting as an agent can be allowed to put himself in a position where his interest and his duty will be in conflict: *Parker v. McKenna*, 10 Ch. 96; *Benson v. Heathorn*, 1 Y. & C. C. 126.

It is the duty of directors of cos. or agents, and especially solrs, to use their best exertions for the benefit of those whose interests are committed to their charge, and they are bound to disregard their own private interests whenever a regard to them conflicts with the proper discharge of such duty: *Imperial Mercantile Credit Association v. Coleman*, 6 Ch. 562, n.; S. C., L. R.

6 H. L. 189; *Tyrrell v. Bk. of London*, 10 H. L. C. 26; and see *Albion Co. v. Martin*, 1 Ch. D. 580; *Boston Deep Sea Co. v. Ansell*, 39 Ch. Div. 339.

Upon these principles, where directors sold property to their co. at a profit, and received part payment in debentures, it was held that another director buying these debentures had notice of the fraud, and could not prove in respect of them in the liquidation: *Exp. Larking*, 4 Ch. D. 566; and where an agent for purchase sold his own shares to his principal at a profit, he was held accountable: *Kimber v. Barber*, 8 Ch. 56; and see *Chesterfield, &c. Co. v. Black*, 26 W. R. 207; but where, in a similar case, the principal resold the property, so that rescission was thus rendered impossible, the remedy of the principal was gone, and the agent could not be made chargeable with the difference between the price paid by the principal and the real value: *Re Cape Breton Co.*, 29 Ch. Div. 795; *Bowen, L. J.*, diss. (revd. in D. P., on the facts, *nom. Cavendish-Bentinck v. Fenn*, 12 App. Ca. 652); *Ladywell Mining Co. v. Brooks*, 35 Ch. Div. 400.

And where all the members of the co. were parties to an arrangement whereby the directors sold property to the co. for shares, and each shareholder's holding represented the same proportion as before, the directors were not accountable: *Re Ambrose Lake Co.*, *Exp. Taylor*, *Exp. Moss*, 14 Ch. Div. 390.

Relief available to Principal.—Where a director receives his "qualification" from promoters out of fully paid up "vendors" shares, he may be made liable for misfeasance by summary process under the Companies Act, 1862 (25 & 26 V. c. 89), s. 165; *Re Englefield Colliery Co.*, 8 Ch. Div. 388; *De Ruvigné's Case*, 5 Ch. Div. 306; or in an action: *per V.-C. M.* in *Phosphate Sewage Co. v. Hartmont*, 5 Ch. D. 394, 442; for the highest value of the shares whilst held by him, or the money value at which he accepted them, in the option of the co.: *McKay's Case*, 2 Ch. D. 1; *Nant-y-glo Blaina Co. v. Grave*, 26 W. R. 504; *Eden v. Ridsdale's Railway Lamp Co.*, 23 Q. B. Div. 368, 372; *Re Carriage Co-operative Supply Association*, *Roberts' Case*, 27 Ch. D. 322; *Nant-y-glo Co. v. Grave*, 12 Ch. D. 738; and therefore usually for their nominal value: *Pearson's Case*, 5 Ch. Div. 336; *Weston's Case*, 10 Ch. D. 579; and see *Re Postage Stamp Automatic Co.*, (1892) 3 Ch. C. A. 566; and the liability of several directors so acting is joint and several: *Re Carriage Co-operative Supply Association*, *Roberts' Case*, 27 Ch. D. 322; but a director cannot be treated as a contributory in respect of such shares: *De Ruvigné's Case*, 5 Ch. Div. 306; *Curling's Case*, 1 Ch. P. 115; and the same rules apply in the case of a transfer of "vendors" shares to an agent for purchase on behalf of the co.: *McKay's Case*, 2 Ch. D. 1; or where qualifying shares are received by a director from a promoter, on an agreement by him to purchase them at the price paid by the director: *Re N. Australian Co.*, *Archer's Case*, (1892) 1 Ch. C. A. 322; and to any secret profit obtained by a promoter: *Lydney Iron Co. v. Bird*, 33 Ch. Div. 85; *Emma Silver Mining Co. v. Grant*, 17 Ch. D. 122; but in estimating such profit allowance will be made for all sums *bonâ fide* expended: *S. C.*, and *v. sup.* Vol. II. p. 1173; and the acceptance of a secret profit by a managing director is good ground for his dismissal, though not discovered until after the dismissal: *Boston Deep Sea Co. v. Ansell*, 39 Ch. Div. 339.

But where promoters paid a director out of the purchase-money of property sold to the co. the money required to purchase his qualification, he was made liable as a contributory for the full amount of the shares: *Hay's Case*, 10 Ch. 593.

On the same principles, a surreptitious sub-contract with an agent, at least if it makes an essential difference in the performance of the original contract, is a ground for setting aside the contract, though the sub-contract be an entirely separate and subsequent transaction: *Panama, &c. Co. v. India Rubber, &c. Co.*, 10 Ch. 515; *Form 3, sup.* p. 1940.

And a purchase by a Scotch advocate of house property belonging to his clients, though *bonâ fide*, could not be supported in the absence of disclosure by him of the fact that he was the purchaser: *McPherson v. Watt*, 3 App. Cas. 254.

Though an agent corruptly receiving commission is accountable, yet until judgment obtained against him by the principal the money cannot be treated as the money of the principal so as to entitle him to follow it into investments made by the agent: *Lister & Co. v. Stubbs*, 45 Ch. Div. 1; and see *Re Thorpe*, (1891) 2 Ch. 360.

An agreement securing a secret profit to a promoter may be enforced by the co. if nothing except payment remains to be done under it: *Whaley Bridge Printing Co. v. Green*, 5 Q. B. D. 109.

Where there has been fraud or misfeasance on the part of the Deft, or misappropriation or misuse of trust funds, interest will be charged at £5 p. c.; in all other cases at £4 p. c. only: *Imperial Mercantile Credit Association v. Coleman*, L. R. 6 H. L. 189, 209; *Boston Deep Sea Co. v. Ansell*, 39 Ch. Div. 339; *Nant-y-glo Co. v. Grave*, 12 Ch. D. 738; and see *Re Oxford Building Soc.*, 35 Ch. D. 502.

As to the remedy against directors for misfeasance under the Companies Act, 1862, s. 165 (now Companies Act, 1890, s. 10), and that a contributory proceeding under that section must show that the breach of duty has resulted in a loss to the assets of the co., and that he has a direct pecuniary interest in the success of the application, see *Cavendish-Bentinck v. Fenn*, 12 App. Ca. 652; Buckley, 6th ed. 399, 400.

(II.)—UNDUE INFLUENCE.

1. *Deed executed by Child in favour of Father set aside.*

DECLARE that, so far as relates to the Deft B., the indenture dated &c., in the pleadings mentioned, was improperly obtained from the Plts, and is fraudulent and void as against them, and that the said indenture ought to be set aside; And order and adjudge the same accordingly.—*Bainbrigge v. Broune*, Fry, J., 18 May, 1881, A. 1172; S. C., 18 Ch. D. 188.

2. *Deed executed for purpose of stifling a Criminal Prosecution set aside.*

DECLARE that the indenture dated &c., in the pleadings mentioned, and the security thereby created, or purported to be created, on the property of the Plt, was obtained by the Defts from the Plt by undue, improper and illegal pressure and influence, and without consideration, except forbearance to institute criminal proceedings against the Plt's husband; And that the said indenture was executed as part of an arrangement for stifling a criminal prosecution, and is invalid and ought to be set aside as against the Plt; And Let the said indenture be delivered up to the Plt to be cancelled.—Defts to pay Plt's costs of action.—*McClatchie v. Haslam*, Kekewich, J., 8 Aug. 1890, B. 1186; S. C., 63 L. T. N.S. 376.

3. *Gifts to alleged Spiritual Medium set aside—Account and Special Directions.*

"DECLARE that the gift by the Plt to the Deft H., alias L., of the sum of £24,000 cash (being the net proceeds of the sale of £26,966 Cons. £3 p. c. Anns sold by or for the Plt on the 11th of October, 1866) in the pleadings mentioned, and the transfers by the Plt into the name of the said Deft H. of the several sums of £6,798 and £2,290 Cons. £3 p. c. Anns on the 10th of December, 1866, and the 21st of February, 1867, respectively, and the assignment of the 19th of January, 1867, to the Deft W. (trustee) of the mortgage debt of £30,000 secured by

the indenture dated &c., and the securities for the same in the pleadings mentioned, and the declaration of trust of the 19th of January, 1867, in favour of the said Deft H. in the pleadings also mentioned, were obtained by the said Deft H. from the Plt by undue means, and are fraudulent and void, and not binding on the Plt; And it appearing that the said sum of £24,000 cash was afterwards invested in the purchase of the sum of £27,566 New £3 p. c. Anns in the name of the said Deft H., and that such last-mentioned Anns were afterwards sold, and the proceeds thereof invested in the purchase of the sum of £26,756 £3 p. c. Cons. Anns in the name of the said Deft H., making together with the said sum of £6,798 and £2,290 like Anns, the sum of £35,846 like Anns; And it also appearing that the said Deft subsequently sold out a portion of the said sum of £35,846 like Anns, that is to say, a sum of £3,755 like Anns, and that the proceeds thereof, amounting to a sum of £3,403 cash, were received by the Plt, and that the said Deft also sold a further portion of the said sum of £35,846 like Anns, that is to say, a sum of £441 like Anns, and received the proceeds thereof amounting to £400 cash, and that the said Deft also sold a further portion of the said sum of £35,846 like Anns, that is to say, £21,947 like Anns, and received the proceeds thereof and invested the same on the security of a mortgage dated &c., and an indenture dated &c., and that a sum of £9,703 like Anns, being the balance or residue of the said sum of £35,846 like Anns, is now standing in the name of the said Deft H. in the books of the Bank of England; Let the said Deft H., within &c. after service of this order, execute and procure the execution by all other necessary parties of a conveyance or assignment and transfer of the said mortgage debt of £20,000 secured by the said indentures dated the 16th of March, 1867, and the 15th of April, 1867, and of the interest due, and to accrue due thereon, and of all securities for the same, to the Plt L., or as she shall direct, such conveyance or assignment and transfer to be settled by the Judge in case the parties differ &c.; And Let the said Deft H., on or before &c., transfer to the Plt L. the sum of £9,703 Cons. £3 p. c. Anns, and within the like period execute to the Plt at her expense a power of attorney to enable her to receive the dividends on the said sum of £9,703 Cons. £3 p. c. Anns, which accrued due on &c.; And for the purpose of enabling such transfer to be made the Plt is to remove the writs of *distringas* on the same dated &c.”—Injunction to restrain the Bank of England from permitting any transfer of the said £9,703 Cons. £3 p. c. Anns standing in the name of the Deft H. except to the Plt L.—“And Let an account be taken of what is due from the Deft H. to the Plt in respect of the several gifts, transfers, and assignments hereinbefore declared to be fraudulent and void, giving to the said Deft credit for the said sum of £3,755 Cons. £3 p. c. Anns at the market price of the day on which the same were sold by the said Deft for the use of the Plt as hereinbefore mentioned, and for the said sum of £9,703 like Anns at the market price of such Anns, on the — day of —, being the day on which the aforesaid sum of £26,756 like Anns was, as appears

by paragraph 6 of the (answer) of the Deft H., purchased in his name, and also for the said sum of £20,000 invested by him on mortgage as aforesaid; And Let the Deft H. pay to the Plt L. the balance which shall be certified to be due from him to her on such account within &c. after the date of the Chief Clerk's certificate; And Let the Deft W., within fourteen days after tender to him of the same for that purpose, execute a conveyance or assignment and transfer of the said mortgage debt of £30,000 secured by the said indenture, dated &c., and assigned to him by the indenture dated the 19th of January, 1867, upon the trusts declared by the deed of the same date, and of the interest due and to accrue due thereon, and of all securities for the same, to the Plt L., or as she shall direct, such conveyance or assignment and transfer to be settled &c.; And Let all deeds and documents deposited with the Clerk of Records and Writs (Central Office), under the order dated &c., be delivered out to the Plt, who is to be at liberty to cancel the said declaration of trust, dated the 19th of January, 1867, respecting the said sum of £30,000 secured by the said indenture of mortgage, dated &c.; —Tax the costs of the Deft W., including the costs of the conveyance or assignment and transfer hereinbefore directed to be executed by him; And Let, upon the execution by the said Deft of such last-mentioned conveyance or assignment and transfer, the Plt L. pay such costs to the said Deft W."—Liberty to apply.—*Lyon v. Home*, V.-C. G., 22 May, 1868, B. 1511; 6 Eq. 655.

For declaration that bonds executed at the instance of her step-father were improperly obtained from the Plt, and were, as against her, fraudulent and void, with decree for cancellation, see *Kempson v. Ashbee*, V.-C. B., 19 June, 1874, A. 1776; 22 W. R. 871; affirmed, 10 Ch. 15.

4. *Restitution of Property obtained by Undue Influence.*

DECLARE that the gift of £50,000 by the late M. to the Deft L. in the pleadings mentioned, and all other gifts of money or other property received by the said Deft from the said M. since the month of September, 1883, were obtained by the said Deft by undue means, and are fraudulent and void and not binding upon the Plts as executors of the said M.; And this Court being of opinion that it is reasonable and proper that the amount of £18,000 should be allowed to the Deft L. in respect of the living and household expenses during the time for which the said M. resided with the said last-named Deft, such sum to be deducted from the balance over and above the sum of £50,000 hereinafter mentioned. Let the following inquiry be made, viz.: 1. An inquiry how all such other sums of money and other property given as aforesaid, beyond the said sum of £50,000, have been applied or disposed of, or what has become thereof, and whether the same or any of them or any part thereof still remain or are represented by any and what loans, securities, or other and what investments or property. Injunction restraining the Defts from assigning, transferring, charging, or otherwise disposing of the property (*specified in schedules*) in which the £50,000 and other moneys were invested. Receiver appointed of

the income of such property. Deft L. at his own expense to convey, assign, and transfer all the property to Plts, and to pay to the Plts their costs of action, including the costs of all conveyances, assignments and transfers directed to be executed by him.—*Morley v. Loughnan*, 27 Jan. 1893, B. 328; *S. C.*, (1893) 1 Ch. 736.

5. *Bank ordered to permit Transfer which had been refused on the Ground (unproved) of Undue Influence.*

UPON motion &c., Let the Defts, the Governor and Co. of the Bank of England, forthwith permit the transfer of £— New £3 p. c. Anns. standing in the name of the Plt A. B. in their books by the attorneys of the Plt appointed under and by virtue of a certain power of attorney executed by the Plt on the day &c. Bank to pay costs. Stay further proceedings.—*Larrett v. Bank of England*, Chitty, J., 5th March, 1886, B. 249; *S. C.*, W. N. (86) 47.

NOTES.

Right to Relief generally.—The relief given by equity in cases of this kind “depends upon a general principle applying to all the variety of relations in which dominion may be exercised by one person over another”: *Dent v. Bennett*, 4 My. & C. 269, 277; *Huguenin v. Baseley*, 2 L. C. Eq. 547; 6th ed. 597; *Morley v. Loughnan*, (1893) 1 Ch. 736, 751, 752.

Where any person obtains a large pecuniary benefit from another, it is incumbent on him to show that the transaction was righteous, *i. e.*, that the donor voluntarily and deliberately performed the act: *Cooke v. Lamotte*, 15 Beav. 234; *Hoghton v. H.*, 15 Beav. 278; *Blackie v. Clark*, 15 Beav. 600; *Anderson v. Elsworth*, 3 Giff. 154; but where undue influence exists, the question is not whether the donor knew what he was doing, but how the intent was produced: *Huguenin v. Baseley*, 2 L. C. Eq. 547, 569; 6th ed. 597; *Hoghton v. H.*, 15 Beav. 299.

The undue influence may be exerted by a mere stranger, but in this case its existence must be proved by evidence: *Lyon v. Home*, 6 Eq. 655, Form 3, *sup.* p. 1942; *Smith v. Kay*, 7 H. L. C. 751, 779; *Hunter v. Atkins*, 3 My. & K. 113, 140; and in such cases the nature of the benefit, or the age, capacity, or health of the donor, are considerations of great importance: *Rhodes v. Bate*, 1 Ch. 257; *Baker v. Monk*, 4 D. J. & S. 388; *Clark v. Malpas*, 4 D. F. & J. 401.

Where a close and confidential relation between the parties exists, influence may be undue in a legal sense, although there is no unfair conduct, coercion, overreaching, or personal advantage: *Allcard v. Skinner*, 36 Ch. Div. 145; and see *Morley v. Loughnan*, *sup.*

In particular, a transaction will not be allowed to stand which is tainted with coercion: *Ellis v. Barker*, 7 Ch. 104; or with duress, or the fear of criminal prosecution, or of “disgrace which may be inflicted on the dearest object of a man's natural affection, at the instance of the person to whose power he yields”: *Bayley v. Williams*, 4 Giff. 638, 661; L. R. 1 H. L. 200; *Boyse v. Rossborough*, 6 H. L. C. 2, 49; *Lound v. Grimwade*, 39 Ch. D. 605; *Story*, Eq. Jur. § 239; and see *McClatchie v. Haslam*, 63 L. T. N.S. 376; but the rule was held not to apply in the case of an agreement to compromise a prosecution for misdemeanour, which might have been the subject of a civil remedy: *Fisher & Co. v. Apollinaris Co.*, 10 Ch. 297.

Creditors taking securities with notice of actual or presumed undue influence are affected by all the equities attaching to them: *Kempson v. Ashbee*, 10 Ch. 15; *Berdoe v. Dawson*, 34 Beav. 603; and must see that the person exposed to the influence has proper professional assistance; *Cobbett v. Brock*, 20 Beav. 524.

As to the degree of undue influence necessary to be shown in order to invalidate a will, see *Wingrove v. W.*, 11 P. D. 81.

An agreement during the life of a testator to divide benefits under his will is not bad unless it amounts to an agreement to use undue influence upon him: *Higgins v. Hill*, 36 L. T. N.S. 426 (distinguishing *Debenham v. Oz*, 1 Ves. Sen. 275).

Persons in Confidential Relation.—Persons standing in a confidential relation towards others cannot entitle themselves to hold benefits conferred on them by those others, unless they can show to the satisfaction of the Court that the persons by whom the benefits have been conferred had competent and independent advice in conferring them: *Rhodes v. Bate*, 1 Ch. 252; for in such cases the probability of undue influence is inferred: *Hoghton v. H.*, 15 Beav. 299.

And whenever it is the duty of the donee to advise the donor, the onus is on the former to prove that he has not abused his position: *Allcard v. Skinner*, 36 Ch. Div. 145; and the onus extends to a volunteer claiming through the donee, and to any person taking with notice of the facts which raise the equity, but not further: *Bainbrigge v. Browne*, 18 Ch. D. 188.

This principle applies to the relation between children before complete emancipation and parents or persons *in loco parentis*: *Archer v. Hudson*, 7 Beav. 551; *Baker v. Bradley*, 7 D. M. & G. 597; *Savery v. King*, 5 H. L. C. 627; *Chambers v. Crabbe*, 34 Beav. 457; *Bury v. Oppenheim*, 26 Beav. 594; *Bainbrigge v. Browne*, 18 Ch. D. 188; *e.g.*, guardians: *Maitland v. Backhouse*, 16 Sim. 58; *Hatch v. H.*, 9 Ves. 292; or step-father, where the step-daughter lived in his house: *Kempson v. Ashbee*, 10 Ch. 15; *Espey v. Lake*, 10 Ha. 260; in cases of bounty conferred, not of mere family arrangement or re-settlement: *Turner v. Collins*, 7 Ch. 339; *Jenner v. J.*, 2 D. F. & J. 359; *Hoghton v. H.*, 15 Beav. 302; *Dimsdale v. D.*, 3 Drew. 556; and not when the child is of such an age as presumably to be a perfectly free agent, *i.e.*, in ordinary cases after the expiration of a year from majority: *Smith v. Kay*, 7 H. L. C. 772; though if parental dominion continues longer the exercise of influence will be presumed to continue also: *Wright v. Vanderplank*, 8 D. M. & G. 146, 147; *Maitland v. Backhouse*, 16 Sim. 58; *semble*, even when the child is twenty-seven years of age: *Potts v. Surr*, 34 Beav. 543, 552; but there is no absolute rule that in such a case father and child must be advised by different solrs; and where the same solr acts for both, a purchaser is entitled to assume that he has given the child proper advice: *Bainbrigge v. Browne*, 18 Ch. D. 188.

The principle has also been held to apply to the relations between a lady and her intended husband: *Cobbett v. Brock*, 20 Beav. 524; *Lovesey v. Smith*, 15 Ch. D. 655; a sister-in-law and her brother-in-law and professional adviser: *Rhodes v. Bate*, 1 Ch. 252; client and solr: *Gibson v. Jeyes*, 6 Ves. 266; *Watson v. Rodwell*, 11 Ch. Div. 150; 7 Ch. D. 625; and see notes to Form 6, *inf.*; principal and confidential agent: *Moxon v. Payne*, 8 Ch. 881; *Hunter v. Atkins*, 3 My. & K. 113; *c. q. tr.* and trustee: *Barrett v. Hartley*, 2 Eq. 789; *Thorner v. Sheard*, 12 Beav. 589; *Grosvenor v. Sherratt*, 28 Beav. 659; patient and medical attendant: *Dent v. Bennett*, 4 My. & C. 269; *Billage v. Southee*, 9 Ha. 534; (but not where the patient, after the relation had ceased, elected to abide by the gift: *Mitchell v. Homfray*, 8 Q. B. Div. 587;) religious enthusiast and spiritual director: *Nottage v. Prince*, 2 Giff. 246; *Huguenin v. Baseley*, 2 L. C. Eq. 547 (*secus*, in the case of a will: *Parfitt v. Lawless*, L. R. 2 P. & M. 462); and see *Morley v. Loughnan*, (1893) 1 Ch. 736; a member of a sisterhood and her spiritual superiors: *Allcard v. Skinner*, 36 Ch. Div. 145; officer and subaltern just of age: *Lloyd v. Clark*, 6 Beav. 309; widower and deceased wife's sister, with whom he had gone through the ceremony of marriage: *Coulson v. Allison*, 2 D. F. & J. 521.

But there is no rule of law which prevents an infant of sound mind, and on his death bed, from making a gift of chattels or personal property in his actual possession: *Taylor v. Johnston*, 19 Ch. D. 603.

Proceedings—Delay.—As a rule gifts obtained by undue influence should be impeached immediately on the cessation of the influence: *Turner v. Collins*, 7 Ch. 329, 341; and a delay of five years after the influence had ceased was held fatal to a claim for restitution alike as to capital and income: *Allcard v. Skinner*, 36 Ch. Div. 145; *secus*, where the property is reversionary: *Readdy v. Prendergast*, 56 L. T. N.S. 767; or in the case of securities given

to creditors who are not pressing for payment: *Kempson v. Ashbee*, 10 Ch. 15; and such gifts may be confirmed by acquiescence: *Wright v. Vanderplank*, 8 D. M. & G. 133; 2 K. & J. 1; *Jarratt v. Aldam*, 4 Eq. 463.

6. *Release of Debts given by Client to Solicitor set aside.*

[Testator being a man of large fortune, without near relatives, and on intimate terms with the Deft M., his confidential solr and one of his exors, executed three releases of debts owing to him by the Deft M. Plts were the co-exors, and the beneficiaries under the will.]

“DECLARE that the releases dated &c., are void; And Let the same be (within &c.) delivered up (to the Plts P. and W.) to be cancelled; And Let the Deft M., on or before the — of —, pay to the Plts P. and W. (*co-exors*) the sum of £—, being the total amount of the debts or sums of £— &c., in respect of which the said releases were respectively given by the testator H. to the Deft M., with interest thereon from (the — day of —), the last day of payment of interest by the Deft M. until payment of the said sum of £— as aforesaid.”—Deft to pay Plts’ costs of setting aside releases.—Usual admon decree of real and personal estate.—*Morgan v. Minett*, V.-C. B., 12 June, 1877, B. 1363; 6 Ch. D. 638.

NOTES.

There is no rule that a solr cannot purchase his client’s property if the solr shows that the transaction was fair and clear: *Gresley v. Mousley*, 1 Giff. 450; *McPherson v. Watt*, 3 App. Cas. 254; but there is a rule making absolutely invalid gifts conferred by a client on a solr while the relation subsists between them: *Tomson v. Judge*, 3 Drew. 306; *Morgan v. Minett*, 6 Ch. D. 638, Form 6, *sup.*; or even after its termination, so long as the influence arising from it subsists: *per* Turner, L. J., in *Holman v. Loynes*, 4 D. M. & G. 270, 283; *Re Holmes’ Estate*, 3 Giff. 337; *Wood v. Downes*, 18 Ves. 127; *Lady Ormonde v. Hutchinson*, 13 Ves. 47, 52; *Welles v. Middleton*, 1 Cox, 112; and the relation must be wholly at an end before any gift can be made: *Morgan v. Minett*, 6 Ch. D. 638, Form 6, *sup.*; *Montesquieu v. Sandys*, 18 Ves. 302, 312; *Oldham v. Hand*, 2 Ves. 259.

The decision in *Harris v. Tremenheere*, 15 Ves. 34, appears to have proceeded partly on the ground that some of the gifts impeached were made in consideration of marriage, partly on the ground that the Deft was the agent or steward of the testator, and, so far as it conflicts with the rule stated above, has not been followed: V.-C. B., in *Morgan v. Minett*, 6 Ch. D. 645; *Tomson v. Judge*, 3 Drew. 306, 316.

The distinction taken in cases where the solr was not solr *in hac re* applies to transactions of purchase, not of gift: *Montesquieu v. Sandys*, 18 Ves. 313.

The rule will not be applied with the same strictness to benefits conferred by will: *Hindson v. Weatherill*, 5 D. M. & G. 301; *Raworth v. Marriott*, 1 My. & K. 643; *Paine v. Hall*, 18 Ves. 475.

In setting aside such gifts *laches*, or ratification after the relation has ceased, is very material: *Oldham v. Hand*, 2 Ves. 259.

(III.)—UNCONSCIONABLE BARGAINS.

1. *Dealings with Expectant Heir set aside.*

THE Plt by his counsel consenting that the securities in the pleadings mentioned, including the warrant of attorney, dated &c., for £—, shall stand as a security for the sums actually paid or advanced by the

Defts to or for the use of the Plt, or by his order, with interest thereon from the date of such payments or advances at the rate of £5 p. c. per ann., Let the following &c.: 1. An account of all sums so paid or advanced by the Deft to or for the use of the Plt, or by his order, with interest thereon from the date of such payments or advances at the rate of £5 p. c. per ann.; 2. An account of all sums paid by the Plt to the Deft on account of such payments or advances, or for or on account of interest thereon; And Let what shall appear to be due on the secondly-mentioned account be deducted from what shall appear to be due on the first-mentioned account, and the balance certified; And Let, upon payment by the Plt to the Deft of the amount of the balance so certified, the Deft deliver to the Plt upon oath all securities in his possession or power relating to the matters in question in this action, except the said warrant of attorney, dated the — of — for £—, alleged to be in the possession or power of J., and, at the expense of the Plt, enter up satisfaction upon the judgment signed in the Queen's Bench Division, on the — of — as in the pleadings mentioned; And Let, in default of payment by the Plt to the Deft of any balance which shall be certified to be due on taking the said accounts, within six months after the date of the Chief Clerk's certificate, the Plts' action stand dismissed out of this Court with costs.—No other order as to costs up to the hearing.—Adjourn further consideration, and any question as to subsequent costs.—Liberty to apply.—*Croft v. Graham*, V.-C. S., 3 June, 1863, A. 1529; 5 Giff. 1; as varied on appeal, L.JJ., 14 Dec. 1863, A. 2509; 2 D. J. & S. 155.

For like decree, see *Wyatt v. Cooke*, V.-C. S., 29 Feb. 1868, B. 602; 16 W. R. 502.

2. Purchase by Trustee from Cestui Que Trust set aside.

DECLARE that under the circumstances appearing in evidence, and having regard to the fiduciary relationship existing between S. and P. in the pleadings named, the purchase by the said S. from the said P. of the share and interest of the said P. under the will of W. ought to be set aside, and that the assignment thereof, dated &c., ought to stand as security only for any sums actually paid by the said S. to the said P., or to the Plt as his executrix in respect of such purchase, together with interest at the rate of £4 p. c. per ann. from the times of payment.—Account of what is due to the estate of S. on the security of such assignment, having regard to the foregoing declaration.—*Plowright v. Lambert*, 1 April, 1885, B. 540; S.C., 52 L. T. N.S. 646.

3. Premiums on Policy of Assurance to be repaid and Policy assigned.

“ DECLARE that the bills of exchange and notes in the pleadings mentioned, now in the hands of the Deft M., and also the policy of assurance therein also mentioned, ought to stand as a security only for what, if

anything, remains due in respect of the sums actually advanced by the Deft M. to the Plt, together with interest thereon, or on so much thereof as now remains unpaid, at the rate of £5 p. c. per ann., from the time of such advances respectively, to the — day of —, the day of the payment of the sum of £— to the Deft M., as directed by the order dated &c., with subsequent interest at the rate aforesaid, on such part, if any, of the said advances as now remains unpaid, and for the premiums, if any, paid by the Defts, or either of them, in respect of the said policy of assurance; And the Plt, by his counsel, submitting to pay the amount that shall be certified to be due from him on taking the account hereinafter directed, Let an account be taken of what, if anything, now remains due in respect of all moneys actually advanced by the Deft M. to or for the use of the Plt, and for interest thereon at the rate of £5 p. c. per ann. from the date of such advances to the day of payment of the said sum of £—, with subsequent interest at the rate aforesaid, on such part, if any, of the said advances as now remains unpaid, and of what, if anything, has been paid for premiums on the said policy of assurance; And Let, upon payment of the total amount certified to be due from the Plt to the Deft M., the Deft M. deliver up to be cancelled all bills of exchange and notes in the possession of the said Deft, upon which the Plt is liable as in the pleadings mentioned, and assign the said policy of assurance to the Plt, or as he shall direct.”—(*Injunction against proceedings at law*.—See note, *inf.*); And Let, on default of the Plt paying to the said Deft M. within one month from the date of the Chief Clerk’s certificate, to be made in pursuance of this judgment, the amount so certified to be due to him on the account hereby directed, the Plt’s action stand dismissed out of this Court with costs to be taxed &c. (and the said injunction stand dissolved).—Plt’s action to stand dismissed as against the co-Deft A. with costs.—No further order as to costs.—*E. of Aylesford v. Morris*, V.-C. W., 9 Dec. 1872, A. 3139; as varied on appeal, L. C. and L. J. M., 5 March, 1873, A. 713; 8 Ch. 484.

Since the Jud. Acts the injunction against prosecuting actions commenced at law would be omitted, and an application would be made in the division in which any such action might be pending for a stay of proceedings or transfer of the action: see Vol. I. pp. 703, 704.

For like decree, with injunction to restrain the Defts, or either of them, their clerks or agents, from negotiating, parting with, or disposing of the securities in the pleadings mentioned, or any of them, see *Tyler v. Yates*, V.-C. S., 25 Nov. 1870, B. 2879; 11 Eq. 265.

NOTES.

Right to Relief.]—In cases of catching bargains with heirs, reversioners, or expectants in the lifetime of the fathers or ancestors, there is, from the intrinsic unconscionableness of the bargain, an appearance of fraud: *Chesterfield v. Janssen*, 1 L. C. Eq. 592, 638; 6th ed. 624, 674, *i. e.*, of the unconscientious use of power arising out of the circumstances or conditions of the parties contracting—weakness on the one side, extortion on the other: *E. Aylesford v. Morris*, 8 Ch. 484, 490, Form 3, *sup.*

The jurisdiction of equity to set aside dealings as unconscionable is unaffected by the repeal of the usury laws: *Tyler v. Yates*, 6 Ch. 665; *Miller v. Cook*, 10 Eq. 641; *Croft v. Graham*, 2 D. J. & S. 155, Form 1, *sup.* p. 1947;

and remains unaltered by the Sales of Reversions Act (31 V. c. 4), by which it is enacted that no purchase of any reversionary interest, made *bonâ fide* and without unfair dealing, shall be opened or set aside merely on the ground of undervalue; for in cases of this class there is a presumption of fraud: *E. Aylesford v. Morris*, 8 Ch. 490; and what is set aside is a loan, not a purchase: *Beynon v. Cook*, 10 Ch. 389, 392, n.; *Tyler v. Yates*, 11 Eq. 265, 276; 6 Ch. 665.

Every person who is entitled, either absolutely or contingently, to any reversion or remainder in a property or a portion, or who has the hope of succession to the property of an ancestor or relative, either by reason of his being the heir apparent or presumptive, or by reason merely of general expectation grounded upon the position in life of, or any supposed or presumed affection on the part of his ancestor or relative, is an expectant heir within the meaning of the rule: *Beynon v. Cook*, 10 Ch. 391, n.; *E. Aylesford v. Morris*, 8 Ch. 497; *Tyler v. Yates*, 11 Eq. 265; 6 Ch. 665; *Tottenham v. Emmett*, 14 W. R. 3; *Re Slater's Trusts*, 11 Ch. D. 227; *Nevill v. Snelling*, 15 Ch. D. 679; *Croft v. Graham*, *sup.*; *James v. Kerr*, 40 Ch. D. 449.

It is not necessary that there should be any actual dealing with the expectant or reversionary interest, if the expectant heir be in fact trusted on the credit of his expectations: *E. Aylesford v. Morris*, 8 Ch. 497; *Beynon v. Cook*, 10 Ch. 392, n.; *Nevill v. Snelling*, 15 Ch. D. 679.

It has been held that no relief will be given in respect of dealings with property in possession, though subject to an annuity: *Webster v. Cook*, 2 Ch. 542; but this decision has been doubted: V.-C. S. in *Tyler v. Yates*, 11 Eq. 276; and was not followed in *Helsham v. Barnett*, 21 W. R. 309; or in *Howley v. Cook*, 1 R. 8 Eq. 570.

The mere fact that the dealings impeached were known to the expectant's family or friends, or that he had professional advice, though very material in disproving the combined weakness and extortion on which the presumption of fraud depends, is not sufficient of itself (notwithstanding the words of Lord Brougham in *King v. Hamlet*, 2 My. & K. 456, 474) to prevent relief being given: *Miller v. Cook*, 10 Eq. 641, 647; *James v. Kerr*, 40 Ch. D. 449; *E. Aylesford v. Morris*, 8 Ch. 492; *Talbot v. Staniforth*, 1 J. & H. 484; and see Sugd. V. & P. 277; and on the same principle the age of the expectant, though material, is not conclusive: *Beynon v. Cook*, 10 Ch. 389; *Tynte v. Hodge*, 2 H. & M. 287, 296; and see *Helsham v. Barnett*, 21 W. R. 309; *Howley v. Cook*, 1 R. 8 Eq. 570.

In cases not within the Act 31 V. c. 4 (which has only got rid of the arbitrary rule of equity as to value: *Rae v. Joyce*, 29 L. R. Ir. 500), *e. g.*, where the bargain is *primâ facie* unreasonable, the onus is on the Deft. of showing that the transaction is fair and righteous: *E. Aylesford v. Morris*, 8 Ch. 496; *Webster v. Cook*, 2 Ch. 542, 546; *Tynte v. Hodge*, 2 H. & M. 287; *Talbot v. Staniforth*, 1 J. & H. 484; *Aldbrough v. Trye*, 7 Cl. & F. 436; *Davis v. D. of Marlborough*, 2 Sw. 139; *Rae v. Joyce*, *sup.*

In determining whether a contract is a hard bargain, the point to be considered is not merely the *quantum* of the consideration, but whether one party has taken an unfair advantage of the other: *Middleton v. Brown*, 47 L. J. Ch. 411.

Accounts settled for the purpose of advances on post-obit bonds, or mortgages of reversionary interests, will not be treated as settled accounts: *Croft v. Graham*, 2 D. J. & S. 155; 5 Giff. 1; *Tottenham v. Green*, 1 N. R. 466.

Assignees with notice of securities impeached as unconscionable are bound by the equities between the parties to the original dealing: *Tottenham v. Green*, *sup.*; *Nesbitt v. Berridge*, 32 Beav. 482; 4 D. J. & S. 45.

Proceedings.—Laches is only imputable from the time when the reversionary or expectant interest falls into possession: *Beynon v. Cook*, 10 Ch. 393, 399; *Readdy v. Prendergast*, 55 L. T. N.S. 767.

Actions of this class are treated as redemption actions: *Peacock v. Evans*, 16 Ves. 512; and therefore repayment of the actual consideration is directed with interest—usually at £5 p. c., by analogy to the legal rate: *E. Aylesford v. Morris*, 8 Ch. 492; *Tyler v. Yates*, 11 Eq. 265; 6 Ch. 665; *Miller v. Cook*, 10 Eq. 641; *James v. Kerr*, 40 Ch. D. 449; and see *Croft v. Graham*, 5 Giff. 1; and costs have been allowed to the Deft: *Miller v. Cook*, 10 Eq. 641; and are not usually allowed to the Plt: *E. Aylesford v. Morris*, 8 Ch.

492; *Tyler v. Yates*, 11 Ex. 265; 6 Ch. 665; *Croft v. Graham*, 5 Giff. 1; unless he has, before the commencement of the action, offered proper terms which have been refused: *Beynon v. Cook*, 10 Ch. 389; *Wyatt v. Cook*, 16 W. R. 502; or unless the Deft has been guilty of fraud or misconduct: *Howley v. Cook*, 1. R. 8 Eq. 570; and in default of payment of principal and interest and costs, if allowed to the Deft, the action is dismissed with costs: *Croft v. Graham*, 2 D. J. & S. 155; *Benyon v. Fitch*, 35 Beav. 570, 578.

Questions of unconscionable bargain, and the right of incumbrancers to hold a mortgage and further charge as a security only for sums actually advanced, in cases where the fund is in Court, have been raised and determined on petition without the institution of an action: *Re Slater's Trusts*, 11 Ch. D. 227; *Lewis v. Hillman*, 3 H. L. C. 607, 630.

(IV.)—FRAUD ON MARITAL RIGHTS.

Settlement set aside as in Fraud of Marital Right, and Trusts of New Settlement declared.

"DECLARE that the indenture of settlement, dated the — day of — in the pleadings mentioned, is and was a fraud on the marital rights of the Plt; And Let the Defts J. and W. (*trustees*) (within &c.) deliver up the said indenture (to the Plt D.) to be cancelled, and deliver to the Plt all deeds and documents relating to the trust property comprised in the said indenture, including the counterpart of the lease of the house &c."—Account of rents and profits against Defts J. and W.—Plt's costs to be taxed and paid by Defts other than the Deft F. (*wife*)—"And, by consent of the Plt, Declare that the Plt is entitled to the rents and profits of the said house during his life; that after his death the Deft F. will be entitled to such rents and profits during her life; and that, after the death of the survivor of them, such house shall go according to their joint appointment, and in default of such joint appointment according to the appointment of the survivor, and in default of such last-mentioned appointment to the Deft M. (*child of Plt and F.*)"—Liberty to apply.—*Downes v. Jennings*, M. R., 17 March, 1863, A. 546; 32 Beav. 290.

The Plt not seeking for the appointment of new trustees, the Court declared new trusts to save the expense of a fresh deed. It appears that the trustees, as having been parties to the fraud, were not permitted to retain the custody of the title-deeds.

As to the jurisdiction of Equity in cases of this kind, see *Countess of Strathmore v. Bowes*, 1 L. C. Eq. 446.

Fraudulent misrepresentations by the wife as to her chastity when previously married are not such a fraud on the husband as to entitle him to set aside the settlement made on their marriage: *J. v. J.*, 53 L. J. Ch. 1014; 51 L. T. N.S. 537; 52 L. T. N.S. 76.

(V.)—FRAUDS ON CREDITORS.

1. *Conveyance in Fraud of Creditors wholly set aside.*

"DECLARE that the indenture (of settlement) dated &c. in the pleadings mentioned is fraudulent and void as against the creditors of the bankrupt in the pleadings named; And Let the Deft P. within &c. deliver up the said indenture to the Plts C. &c. to be cancelled; And

Let an account be taken of the rents and profits of the hereditaments &c. comprised in the said indenture received by the Deft, or by any other person &c.; And Let the Deft P. within (one month) after the date of the Chief Clerk's certificate of the result of such account, pay the balance, if any, that shall be certified to be due from him to the Plts C. &c., as the (assignees) of the estate of the said bankrupt."—Defts to pay Plt's costs of action.—"But in case, on taking the said account, any balance shall appear to be due to the Deft P., Adjourn further consideration and subsequent costs."—*Cazenove v. Pilkington*, M. R., 19 March, 1858, A. 800.

2. *The Like in Administration Action—Inquiry as to Acquiescence—Costs.*

"DECLARE that the indenture of settlement dated &c. in the pleadings mentioned is fraudulent and void as against the creditors of the intestate C.;"—1. Account of what is due to the Plt and all other creditors &c.—2. "An inquiry whether any and which of such creditors assented to or acquiesced in the said indenture dated &c."—Usual directions for admon.—Deft P. (*trustee*) to pay Plt's costs of action (as between party and party).—Adjourn further consideration and costs of Deft C. (*admor*) and of Plt, as between solr and client, beyond his costs as between party and party.—Liberty to apply.—*Freeman v. Pope*, V.-C. J., 17 Dec. 1869, A. 3263; 9 Eq. 206; affd. 5 Ch. 538.

For declaration, that the indentures in the pleadings mentioned were fraudulent and void as against the Plt and the other creditors of the testator, and that the property comprised therein was assets for the payment of the testator's debts, see *Taylor v. Coenen*, V.-C. M., 31 Jan. 1876, B. 229; 1 Ch. D. 636; *Skarf v. Soulby*, V.-C. E., 11 Nov. 1848, B. 184; 16 Sim. 344; S. C., 1 M. & G. 364.

3. *Settlement in Fraud of Creditors partially set aside.*

"DECLARE that the indenture (of settlement), dated &c., in the pleadings mentioned, is void as against the Plts (*liquidators*) and the other creditors of the Deft A.; And Let the Defts G., W., and J. (*trustees*) join and concur in all acts and things necessary for making the property comprised in the said indenture available for satisfying the claims of the Plts and all other the said creditors of the Deft A., as shall be directed by the Judge at Chambers in case the parties differ."—Liberty to the Plts to apply for their costs out of the assets of the co., in the winding-up.—*Reese River Mining Co. v. Atwell*, M. R., 11 Mar. 1869, B. 681; 7 Eq. 347; following *Bott v. Smith*, 21 Beav. 511.

For decree in admon suit, declaring that gifts of chattels and money, and a settlement, were fraudulent and void as against the creditors of an intestate, and that, as between the Defts, the funeral and admon expenses and the Plt's costs ought to be borne by the Defts, other than the trustee of the settlement, rateably in proportion to the amount or value of the several gifts to them respectively, and of their respective interests under the settlement, without prejudice to the right of the Plts to enforce the decree against all or any of the Defts, and against all or any part of the estate of the in-

testate, as they might be advised, see *Cornish v. Clark*, M. R., 4 May, 1872, A. 1454; 14 Eq. 184, settled by the Court.

For judgment declaring bond void as against Plt and all other creditors, if any, directing account of what due from estate of debtor to Plt (not exceeding penalty of bond) and other creditors, if any, and declaring that property conveyed was liable to make good amounts which should be certified to be due on taking account, see *Re Maddever, Three Towns Banking Co. v. M.*, 4 June, 1883, B. 1213; 27 Ch. Div. 523.

4. Settlement in Fraud of Creditors set aside, except as to Mortgagee, without Notice, of Interest thereunder—Consequential Directions.

DECLARE that the indenture of settlement in the pleadings mentioned, dated, &c., and made between, &c., is void as against the Plts and all other the creditors (if any) of the Deft G., except as to the reversionary life interest of the Deft G. thereunder, which has been mortgaged to the Deft S. And Declare that the hereditaments at S., and the policy of assurance upon the life of the said G. in the P. Institution, and bonuses thereon comprised in the said indenture, are liable to make good, first, to the Deft S. the amount of the said reversionary life interest of the Deft G. and the costs of the Deft S. of this action, and secondly, to the Plts their costs of this action; and that, subject as aforesaid, the said hereditaments at S. are liable to make good, firstly, the amount which shall be found to be due to the Plts under the account hereinafter directed; and, secondly, the amount which shall be found to be due to the other creditors (if any) of the Deft G. under such account, and that, subject as aforesaid, the said policy and bonuses are liable to make good the balance of the amounts which shall be found due as aforesaid to the Plts and the other creditors (if any) of the Deft G. *pari passu*. Directions for sale of hereditaments and policy, and for payment of purchase-money into Court. Inquiry as to value of reversionary life interest, and account of what is due to Plt and other creditors.—Adjourn further consideration.—*Halifax Joint Stock Bank v. Gledhill*, Kay, J., 8 Nov. 1890, A. 1624; S. C., (1891) 1 Ch. 31.

5. Sale in Consideration of an Annuity set aside, with Consequent Relief.

[D. assigned his business, goodwill, and office furniture to W., in consideration of a bond given by W. to K., as trustee, for securing payment of an annuity of £100 to H., the wife of D., for her separate use, and after her death to D., with provisions for commuting at any time. Plts were judgment creditors of D. The bond was in D.'s custody.]

“DECLARE that the provision made in the condition of the bond of the Deft W. for payment of an annuity of £100 to the Deft H., the wife of the Deft D., is fraudulent and void as against the Plts, judgment creditors of the Deft D.; and that as between the Plts and the Defts D. and H., his wife, the said annuity of £100 ought, during the life of the said H., to be paid to the Plts in satisfaction of their judgment debts and costs, as hereinafter mentioned.”—Costs of Deft W. to

be taxed and paid by the Plts.—“And Let the Deft D. deliver up, on or before the — of —, the bond in the pleadings mentioned, dated &c., to the Deft K., as a trustee for the Plts, until satisfaction of their judgment debts and costs; And Let the said Deft K. deposit such bond in the Central Office &c.; And on his so depositing the same, tax the said Deft his costs of this action; And Let the same, when taxed, be paid to the said Deft K. by the Plts, without prejudice to the said Deft retaining his costs of this action, to be taxed &c. as between solicitor and client, out of any money to be recovered on the said bond.—Tax the Plts their costs of this action; And Let the Deft D. pay to the Plts N. and C. their said costs when taxed, and also the costs which shall be paid by the Plts to the Defts K. and W., as hereinbefore directed; and in default of his so paying the same, the Plts are to be at liberty to add such costs to their judgment debts.”—Liberty to the Plts to apply in Chambers respecting putting the bond in suit.—Liberty to the Deft K. to apply as to any charges and expenses properly incurred by him, not being costs in the suit.—Liberty to apply generally.—See *Neale v. Day*, V.-C. W., 23 Nov. 1858, B. 562; 4 Jur. N.S. 1225; settled by the Court.

NOTES.

JURISDICTION.

By the Bankruptcy Act, 1883, s. 102, the Courts having jurisdiction in bankruptcy (*i.e.*, the High Court and County Courts, s. 92), have full power to decide all questions whatsoever, whether of law or fact, which may arise in any case of bankruptcy coming within their cognizance, or which they may deem expedient or necessary to decide for the purpose of doing complete justice, or making a complete distribution, in any such case.

The corresponding sections of the Act of 1869 (ss. 65, 66 and 72) did not enable the Court of Bankruptcy to draw compulsorily within the sphere of its jurisdiction property, or the owners of property, not vested in the trustee, and not originally subject to the *admon* in bankruptcy: *Re Motion, Maule v. Davis*, 9 Ch. 192, 210; nor matters which merely had their inception in bankruptcy: *Exp. Lyons*, 7 Ch. 494; nor ought that Court to exercise its discretionary jurisdiction as to setting aside settlements under the Statute of Eliz., where serious questions of character and a large amount of property were involved: *Exp. Price, Re Roberts*, 21 Ch. Div. 553.

The debtor and creditors, the trustees, the assets and the mode of administering them, and some classes of transactions which under special clauses of the Acts might be specially dealt with as regards third parties, were subject to the jurisdiction; but demands against strangers to the bankruptcy could not be prosecuted in a Court of Bankruptcy: *Ellis v. Silber*, 8 Ch. 83, 86; unless by their acts or otherwise they submitted to the jurisdiction: *Exp. Anderson*, 5 Ch. 473; *Ellis v. Silber*, 8 Ch. 87; and see *Tanqueray v. Bowles*, 14 Eq. 151.

FORM OF JUDGMENT.

In actions of this nature the deed impeached is usually declared fraudulent and void as against creditors, with or without directions for cancellation; the operation of the statute 13 Eliz. c. 5, or of the Bankruptcy Act, being treated as sufficient in itself without directions for reconveyances or reassignments: *Love v. Pilkington*, Form 1, *sup.* p. 1951; *Freeman v. Pope*, 9 Eq. 206; 538, Form 2, *sup.* p. 1952; *Smith v. Hurst*, 10 Ha. 30. Where the deed is only set aside, so far as may be necessary for the benefit of the Plaintiff or other creditors, the word “fraudulent” has been

omitted: *French v. F.*, 6 D. M. & G. 95; *Bott v. Smith*, 21 Beav. 511, 517; and the grantees or trustees under it have been directed to make the property comprised in it available to meet the demands of the creditors: *Reese River Co. v. Atwell*, 7 Eq. 347, Form 3, *sup.* p. 1952; *Bott v. Smith*, *sup.*

FRAUDS UNDER 13 ELIZ. C. 5.

[*Deeds void under the Statute.*—The statute 13 Eliz. c. 5, declares void all deeds and assurances made with intent to delay, hinder, or defraud creditors and others of their just and lawful actions, debts, suits, and accounts.

Where the deed impeached is voluntary, it is now settled that an intent to defraud will be inferred, if after deducting the property comprised in the deed sufficient available assets are not left for the payment of the grantor's debts, or if the grantor at the time of its execution contemplates doing anything which may lead to insolvency: *Freeman v. Pope*, 5 Ch. 538; *Mackay v. Douglas*, 14 Eq. 106; *Jenkins v. Vaughan*, 3 Drew. 419; *Townsend v. Westacott*, 2 Beav. 340; *Exp. Russell, Re Butterworth*, 19 Ch. Div. 688; *Exp. Mercer, Re Wise*, 17 Q. B. Div. 290.

The life estate of the settlor under the settlement ought to be taken into account: *Re Lowndes*, 18 Q. B. D. 677.

The mere fact of some debts remaining unpaid at the date of the deed is not enough to avoid it: *Kent v. Riley*, 14 Eq. 190; *Skarf v. Soulby*, 1 Mac. & G. 364; *Townsend v. Westacott*, 2 Beav. 340, 344; *Re Johnson, Golden v. Gillam*, 20 Ch. Div. 389; the *dicta* in *Spirett v. Willows*, 3 D. J. & S. 293, 302, not being followed to their full extent: see *per Giffard, L.J.*, in *Freeman v. Pope*, 5 Ch. 544.

So, too, the mere fact of subsequent insolvency, not resulting from the deed, or from anything contemplated at the time of its execution, is not enough to avoid it: *Holloway v. Millard*, 1 Madd. 414; V.-C. M., in *Mackay v. Douglas*, 14 Eq. 121; but when the grantor becomes insolvent soon after its execution, the onus is upon him of showing not merely that he was solvent at the date of the deed, but that he was in a position to execute it: *Crossley v. Elworthy*, 12 Eq. 158; and see *Taylor v. Coenen*, 1 Ch. D. 636.

Where the deed impeached is supported by valuable consideration, an actual intent to defraud or delay creditors, or a particular creditor, must be proved: *per Giffard, L.J.*, in *Freeman v. Pope*, 5 Ch. 545; *Holmes v. Penney*, 3 K. & J. 90; *Harman v. Richards*, 10 Ha. 81, 89; *Thompson v. Webster*, 4 D. & J. 600; *Re Johnson, Golden v. Gillam*, 20 Ch. Div. 389; *Schreiber v. Dinkel*, 54 L. J. Ch. 241; *Godfrey v. Poole*, 13 App. Cas. (P. C.) 497; and the waiver by a wife of her equity to a settlement may be a good consideration: *Re Home*, 54 L. T. N.S. 301.

A deed providing for the carrying on of the settlor's business, and excluding non-assenting creditors from receiving dividends, was held void under the statute as being intended to prevent creditors from exercising their ordinary rights: *Spencer v. Slater*, 4 Q. B. D. 13; *secus*, where the primary object of the deed was the realization of the business: *Boldero v. London and Westminster Discount Co.*, 5 Ex. D. 47.

The deed must comprise property which may be taken in execution: *Rider v. Kidder*, 10 Ves. 360; *Dundas v. Dutens*, 1 Ves. 196; *Sims v. Thomas*, 12 Ad. & E. 536; and therefore, since the Act 1 & 2 V. c. 110, assignments or gifts of money, notes, stock, or choses in action are within the statute: *Barrack v. McCulloch*, 3 K. & J. 110; *Stokoe v. Cowan*, 29 Beav. 637; *French v. F.*, 6 D. M. & G. 95; *Neale v. Day*, 4 Jur. N.S. 1225, Form 5, *sup.* p. 1953.

In order to set aside a settlement made in consideration of marriage, it is necessary to prove, not merely that the husband was embarrassed and that the wife had notice of his difficulties: *Fraser v. Thompson*, 1 Giff. 49; *Campion v. Cotton*, 17 Ves. 264; but that the marriage was a part of the scheme to defeat and delay the creditors, and was not contracted *bond fide*: *Bulmer v. Hunter*, 8 Eq. 46; *Columbine v. Penhall*, 1 Sm. & G. 229; *Re Pennington, Exp. Cooper*, 59 L. T. N.S. 774; W. N. (88) 205; 5 Times L. R. 29; and see *Kevan v. Crawford*, 6 Ch. Div. 29; *secus*, in the case of voluntary limitations contained in a marriage settlement: *Smith v. Cherrill*, 4 Eq. 390.

Sect. 5 of 13 Eliz. c. 5, excepts from the operation of the Act interests

lawfully conveyed upon good consideration and *bond fide* to persons having no notice of any fraud. This includes a purchaser of any interest, whether legal or equitable, derived under the settlement itself: *Halifax Banking Co. v. Gledhill*, (1891) 1 Ch. 31.

Deeds void under Law of Bankruptcy.—Deeds and assurances void under the statute are usually, but not necessarily, void as acts of bankruptcy, or as acts of fraudulent preference; the chief difference between the statute and the general bankrupt law being that the statute does not invalidate transactions in consideration of antecedent debts, or for the benefit of one creditor in preference to others, and in cases under the statute it is immaterial whether the whole, or what part, of the grantor's property has been dealt with, or whether the time within which the transaction might be impeached as an act of bankruptcy, or of fraudulent preference, has elapsed or not: *Alton v. Harrison*, 4 Ch. 622; *Allen v. Bonnett*, 5 Ch. 577; *Boldero v. London and Westminster Discount Co.*, 5 Ex. D. 47; *Estwick v. Cailand*, 5 T. R. 424; and see 1 Sm. L. C. 24; 9th ed. 27.

On the question what assurances are void independently of the statute as acts of bankruptcy or under the Bankruptcy Act, 1883, s. 47 (replacing sect. 91 of the Act of 1869), see Robson, pp. 142 *et seq.*; *Hurtuble*, 2 Ch. Div. 64; and as to the retrospective effect of the section, *Exp. Todd, Re Ashcroft*, 19 Q. B. Div. 186.

Purchasers from the trustees of a settlement are "parties claiming under the settlement" within sect. 47 of the Act of 1883; and though a good title might possibly be made by the settlor conveying, and the purchasers paying the money to the trustees by his direction, yet such a title could not be forced on purchasers, as the Court will not assist a settlor to get rid of his own settlement, and it could not be certainly ascertained that the settlement was not or had not become a settlement for value: *Re Briggs and Spicer*, (1891) 2 Ch. 127.

And as to what is a voluntary settlement within sect. 47 of the Bankruptcy Act, 1883, see *Re Dale and Eloden*, W. N. (92) 56.

A gift of money to a son to enable him to go into business is not a settlement within the section: *Re Player, Exp. Harvey*, 15 Q. B. D. 682.

A declaration of trust has been held not to be within sect. 4, sub-s. 1, providing that a debtor commits an act of bankruptcy if he makes a fraudulent "conveyance, gift, delivery, or transfer of his property:" *Re Spackman, Exp. Foley*, 24 Q. B. Div. 728; but see *Re Hughes, Exp. Hughes*, (1893) 1 Q. B. C. A. 595, where an assignment of all property except leaseholds, coupled with a declaration of trust as to the leaseholds, was held to be within the sub-section.

A settlement of a man's own property on himself, with a limitation over on assignment which takes effect prior to bankruptcy, is void: *Exp. Stephens*, 3 Ch. D. 807; *Exp. Jay, Re Harrison*, 14 Ch. Div. 19; *Higginbotham v. Holme*, 19 Ves. 88; *secus*, on marriage, with a limitation over in favour of his wife and children (who are purchasers for value): *Re Detmold, D. v. D.*, 40 Ch. D. 585; *Knight v. Browne*, 7 Jur. N.S. 894; 9 W. R. 515; *Brooke v. Pearson*, 27 Beav. 181; and a settlement, merely in execution of a power, of property not belonging to the settlor, is not within the rule: *Re Ashby, Exp. Wreford*, (1892) 1 Q. B. 872.

A contract containing a power to control the user after the date of a bankruptcy of property then vested in the bankrupt, and a deed by which a man about to become bankrupt intentionally withdraws all his property from the legal process which his creditors are entitled to enforce, are invalid under the statute, or as being in fraud of the bankruptcy law: *Exp. Barter, Exp. Black, Re Walker*, 26 Ch. Div. 510; *Exp. Chaplin, Re Sinclair*, 26 Ch. Div. 319.

And generally as to settlements void as being in fraud of the bankruptcy law, see *Exp. Jay, sup.*; *Re Home*, 54 L. T. N.S. 301; *Lee & Wace*, 358 *et seq.*

Proceedings to set aside Deed.—An action to set aside a deed as fraudulent under the statute may be commenced either by the trustee in bankruptcy of the grantor, who sufficiently represents the creditors for the purposes of the action: *Holmes v. Penney*, 3 K. & J. 90, 104; *Kent v. Riley*, 14 Eq. 190; *Ware v. Gardner*, 7 Eq. 317; or if there has been no adjudication in bankruptcy, by a creditor suing on behalf of all the

creditors of the grantor: *Reese River, &c. Co. v. Atwell*, 7 Eq. 347; *Mackay v. Douglas*, 14 Eq. 106; and see *Adames v. Hallett*, 6 Eq. 468; though his debt is subsequent to the date of the deed, and it is not shown that any debts prior to its execution remain unpaid: *Taylor v. Coenen*, 1 Ch. D. 636; *Mackay v. Douglas*, 14 Eq. 106; *Freeman v. Pope*, 5 Ch. 538; *Ware v. Gardner*, 7 Eq. 317; *Jenkins v. Vaughan*, 3 Drew. 419; or though his debt is due on a voluntary post-obit bond: *Adames v. Hallett*, 6 Eq. 468; but if during the action the creditor becomes debtor to the grantor on a balance of account, the action cannot be maintained: *White v. Witt*, 24 W. R. 727.

It was held before the commencement of the Jud. Acts that a creditor need not obtain a judgment at law against the grantor before proceeding to impeach a deed under the statute, or to obtain any lien or charging order on stock or shares comprised in it: *Reese River, &c. Co. v. Atwell*, 7 Eq. 347; *Goldsmith v. Russell*, 5 D. M. & G. 547.

The right of the creditor to set aside such a deed being legal, mere delay in taking proceedings is no defence, though the Plt knew of the facts, and gives no good reason for the delay: *Re Maddever, Three Towns Bkg. Co. v. Maddever*, 27 Ch. Div. 523.

Where a deed is set aside as fraudulent under the statute, trustees under it will be ordered to pay costs if they have actively upheld it: *Mackay v. Douglas*, 14 Eq. 106; *Freeman v. Pope*, 5 Ch. 538; 9 Eq. 206, Form 2, *sup.* p. 1952; or have made the action necessary by their conduct: *Tanqueray v. Bowles*, 14 Eq. 151; and it has been held that the utmost that the Court can do for them is not to order them to pay costs: *Elsey v. Cox*, 26 Beav. 95; *Crossley v. Elworthy*, 12 Eq. 158; and see decree in *Cornish v. Clark*, 14 Eq. 184, *sup.* p. 1952; *per contra*, *Thompson v. Milligan*, 18 L. T. N.S. 809.

COMPOSITION—CREDITOR'S DEED.

The essence of a composition arrangement is equality between the creditors; and therefore a creditor who has executed a deed is entitled to repudiate if he afterwards discovers that others have been induced to execute by means of a secret bargain for a payment in excess of the composition: *Exp. Milner, Re M.*, 15 Q. B. Div. 605; *Daughish v. Tennent*, L. R. 2 Q. B. 49; *Knight v. Hunt*, 5 Bing. 432; *Exp. Barrow, Re Andrews*, 18 Ch. Div. 464; though made at the expense of a third party, and after the creditor himself had executed: *Exp. Milner, sup.*

And the creditor receiving a secret benefit releases his debt absolutely, and forfeits all right to the composition: *Re Harvey, Exp. Phillips*, W. N. (88) 88.

Incumbrancers who claimed priority over creditors and failed, were not allowed afterwards to execute and take the benefit of a creditors' deed: *Re Meredith, M. v. Facey*, 29 Ch. D. 745.

And as to compositions in bankruptcy, see the Bankruptcy Act, 1890 (53 & 54 V. c. 71), s. 3.

By the Deeds of Arrangement Act, 1887 (50 & 51 V. c. 57, s. 4), the expression "deed of arrangement" is to include "any of the following instruments, whether under seal or not, made by, for, or in respect of the affairs of a debtor for the benefit of his creditors generally (otherwise than in pursuance of the law for the time being in force relating to bankruptcy), that is to say, an assignment of property; a deed of or agreement for a composition," and certain other instruments in cases where creditors of a debtor obtain any control over his property or business. A deed of arrangement is to be void unless registered within seven clear days after the first execution thereof by the debtor or any creditor, where the execution takes place in England or Ireland (s. 5). The Act prescribes the manner of registration, and constitutes the Registrar of Bills of Sale in England and Ireland respectively registrar for the purposes of the Act (s. 8); and, in England, the Bills of Sale Department of the Central Office of the Supreme Court of Judicature is the office for registration. Under this Act Rules of Court have been made for the purpose of carrying the Act into effect.

ACTS OF FRAUDULENT PREFERENCE.

By the Bankruptcy Act, 1883, s. 48, every conveyance or transfer of property, or charge thereon made, every payment made, every obligation incurred, and every judicial proceeding taken or suffered by any person unable to pay his debts as they become due from his own money in favour of any creditor, with a view of giving such creditor a preference over the other creditors, is, if the debtor become bankrupt within three months after the date thereof, to be deemed fraudulent and void as against the trustee in bankruptcy; but the section does not affect the rights of any person making title in good faith and for valuable consideration through or under a creditor of the bankrupt.

In determining what is a fraudulent preference, the words of the statute are the primary object of consideration, though the old decisions previous to the Act of 1869 may be useful as guides: *Exp. Griffith, Re Wilcoxon*, 23 Ch. Div. 69; and in accordance with those decisions it has been held that any transaction which is not the spontaneous act of the debtor, but due wholly or in part to pressure on the part of the creditor, even though he may have notice of the debtor's embarrassments, is within the saving clause, and not an act of fraudulent preference: *Smith v. Pilgrim*, 2 Ch. D. 127; *Exp. Tempest*, 6 Ch. 70; *S. C.*, 10 Eq. 648, *nom. Exp. Craven*; unless the transaction is in other respects fraudulent in its inception: *Exp. Reader*, 20 Eq. 763; and on the question what is pressure within the meaning of this rule, see *Smith v. Pilgrim*, 2 Ch. D. 127; *Exp. Topham*, 8 Ch. 614; *Exp. London and County Bank*, 21 W. R. 842; *Re Exchange Banking Co., Ramwell's Case*, 50 L. J. Ch. 827; and what is not such pressure, see *Exp. Halliday*, 8 Ch. 283; *Exp. Hall, Re Cooper*, 19 Ch. D. 580; and see *Robson*, p. 135 *et seq.*; 6th ed. 156 *et seq.*; *Lee & Wace*, 427 *et seq.*; *Exp. Burton*, 13 Ch. Div. 102.

A payment is invalid as being a preference of a particular creditor if such preference was the substantial, effectual, or dominant, though not the sole, object in view: *Exp. Hill, Re Bird*, 23 Ch. Div. 695; *Exp. Taylor, Re Goldsmid*, 18 Q. B. Div. 295; but not merely because a creditor has in fact been preferred, nor unless the relation of debtor and creditor existed at the time of the payment: *Exp. Kelly, Re Smith, Fleming & Co.*, 11 Ch. Div. 306; *Exp. Taylor, Re Goldsmid, sup.* Thus, a voluntary payment, in order to make good a breach of trust: *S. C.*; *Re Ball, Exp. Hutchinson*, W. N. (86) 211; W. N. (87) 21; 35 W. R. 264; *Exp. Stubbins*, 17 Ch. Div. 58; payments made in order to relieve a surety: *Re Mills, Exp. Official Receiver*, W. N. (88) 24; or to correct a mistake previously made: *Exp. Kelly, Re Smith, Fleming & Co.*, 11 Ch. Div. 306; and dealings in the usual course of business, or of a current account, are valid: *Exp. Carlisle Bank*, 36 L. T. N.S. 522; *Exp. Blackburn*, 12 Eq. 358; and so, too, are any dealings found by a jury to have been entered into without intent to prefer, whether there was pressure upon the bankrupt or not: *Exp. Bolland, Re Cherry*, 7 Ch. 24.

And where the grantor of a bill of sale gave to his wife, the grantee, a substituted security in order to correct a mistake in the bill of sale, there was no fraudulent preference: *Re Tweedale, Exp. T.*, (1892) 2 Q. B. 216.

In the winding up of a co., the doctrine of fraudulent preference cannot be taken advantage of by a mortgagee, but only for the benefit of the whole body of creditors: *Willmott v. London Celluloid Co.*, 34 Ch. Div. 147.

An interval of six weeks between the request for and completion of a security was not enough to disconnect the two transactions, so as to invalidate the security: *Exp. McKenzie*, 42 L. J. Bky. 25; nor even an interval of three months, when explained: *Exp. Tempest*, 6 Ch. 70.

A security given in pursuance of a *bonâ fide* agreement entered into on a loan of money is valid, unless the agreement is to give security on being pressed by other creditors, or is not absolute: *Exp. Bolland*, 8 Ch. D. 230; *Exp. Fisher*, 7 Ch. 636; *Robson*, p. 135; 6th ed. 156 *et seq.*; *Lee & Wace*, 426; and a security *bonâ fide* given for future advances, to be made to enable the bankrupt to carry on his business, was held valid: *Martin v. Williams*, 20 L. T. N.S. 350.

When a person sets up a bill of sale given on the eve of bankruptcy, in pursuance of a prior agreement to give it up if and when required, the onus is on him to show not only the existence of the agreement, but its *bona fides*: *Exp. Külnner, Re Barker*, 13 Ch. Div. 245.

As to what is sufficient evidence of a bankrupt "suffering a judicial proceeding" with a view of preferring a particular creditor, see *Exp. Lancaster, Re Marsden*, 25 Ch. Div. 311.

A creditor receiving payment or security without notice of the debtor's circumstances is protected by the saving clause: *Butcher v. Stead*, L. R. 7 H. L. 839; S. C., 9 Ch. 595; even though the dealing on the part of the debtor may amount to an act of fraudulent preference: *Exp. Putman*, 22 W. R. 569.

An act which before the year 1869 would have been a fraudulent preference, as being done in contemplation of bankruptcy, is now protected, if bankruptcy does not take place within three months after it: *per* Lord Cairns in *Butcher v. Stead*, L. R. 7 H. L. 839, 846; 32 & 33 V. c. 71, s. 92; 46 & 47 V. c. 52, s. 48.

The words "undue preference" in sect. 28 of the Bankruptcy Act, 1883 (as to refusal of order of discharge), have a wide operation, and apply to acts which could not be avoided as "fraudulent preferences" under sect. 48: *Re Skegg, Exp. Skegg*, 25 Q. B. Div. 505.

(VI.)—VOLUNTARY CONVEYANCES—27 ELIZ. C. 4.

1. *Voluntary Settlement set aside in favour of Purchaser.*

JUDGMENT for performance of agreement for sale, with consequent directions—"And Declare that the Plt is a purchaser within the intent and meaning of the Act of the 27 Eliz. c. 4, intituled 'An Act against covinous and fraudulent conveyances,' and that the indenture of settlement, dated &c., in the pleadings mentioned, is void as against the Plt; And Let the Defts S. &c. (*trustees of settlement*) convey or concur with the Deft W. (*vendor and settlor*) in conveying and assuring to the Plt, or as he shall direct, such parts of the estate comprised in the said agreement for sale as are comprised in the said indenture of settlement, and also deliver up to the Plt all deeds and writings in their custody relating to the said estate."—Plt to pay the trustees' costs of action; Deft W. to repay Plt what he shall so pay, and pay his costs up to judgment.—*Liberty to apply.*—*Daking v. Whimper*, M. R., 29 April, 1859, A. 1549; 26 Beav. 568.

2. *Voluntary Conveyance set aside in favour of Mortgagee—Proceeds of Sale distinguished.*

"DECLARE that the Plt is a purchaser for good consideration within the intent and meaning of the Act of the 27 Eliz. c. 4, intituled, 'An Act &c.,' and that the deeds dated the 16th of June, 1841, in the pleadings mentioned, are void as against the Plt, so far as the same comprised the property in L— &c., which said property is also comprised in the memorandum of deposit, dated the 21st of July, 1841 (*Plt's security*)."—Account of what is due to Plt under and by virtue of his security, and for his costs of action, to be taxed; And upon the Deft paying to the Plt within &c., at such &c., the Plt to deliver up &c.; But in default, directions for sale, distinguishing the property comprised in Plt's security, and not in the deed of 16th June, 1841, and that property, if Plt consent, to be sold in the first instance, and the proceeds applied to pay him; And, if insufficient, the property com-

prised in the voluntary conveyance to be sold and applied; But if Plt should not consent, the whole of the property comprised in his security to be sold and applied, distinguishing the proceeds; And if the whole of the proceeds shall be insufficient, reserve the question as to what further rights the Plt may be entitled to under the statute of the 13 Eliz. c. 5.—Adjourn &c.—*Lister v. Turner*, V.-C. W., 23 March, 1846, B. 1102; 5 Hare, 293.

NOTES.

Consideration sufficient to support Settlement.—The question in cases of this description is whether there was consideration for the conveyance or settlement. The Court not entering into the *quantum* of consideration, in effect the question is whether the transaction was one of bargain, not of gift merely: *per Turner*, L. J., in *Townend v. Toker*, 1 Ch. 446, 458.

A small and inadequate consideration is sufficient to support a conveyance or settlement under the statute: L. C. in *Bayspoole v. Collins*, 6 Ch. 228, 232.

On these principles it has been held that a settlement on wife and children, in consideration of an advance of £150 by a third person on the security of a promissory note: *Bayspoole v. Collins*, 6 Ch. 228; a conveyance, in consideration of a change of residence, and a covenant to indemnify against incumbrances by the grantee: *Townend v. Toker*, 1 Ch. 446; a settlement on children, in consideration of a loan by a third person: *Ford v. Stuart*, 13 Beav. 493; and see *Colyear v. Musgrave*, 2 Kee. 98; *Re Dale and Elsdon*, W. N. (92) 56; and a settlement on separation, in consideration of a covenant by the trustees to indemnify the grantor against the wife's debts, were not within the statute; *secus*, a conveyance for which the only consideration was a covenant which the Court held incapable of being enforced: *Rosher v. Williams*, 20 Eq. 210.

An assignment of leaseholds has been held not to be voluntary, the responsibility of the assignee for payment of rent and performance of covenants being sufficient consideration to support it: *Price v. Jenkins*, 5 Ch. Div. 619; *Horrocks v. Rigby*, 9 Ch. D. 180; *Exp. Doble*, 26 W. R. 407; *Lee v. Matthews*, 6 L. R. Ir. 107; *Re Lulham, L. v. Brinton*, 53 L. J. Ch. 928; 32 W. R. 1013; 53 L. T. N.S. 9; but this doctrine does not apply to cases under 13 Eliz. c. 5: *Re Ridler, R. v. R.*, 22 Ch. Div. 74; and see *Exp. Hillman*, 10 Ch. Div. 622; *Re Marsh and Earl Granville*, 24 Ch. Div. 11; *Green v. Paterson*, 32 Ch. Div. 95; but *semble*, it is not confined to cases under 27 Eliz. c. 4: *Harris v. Tubbs*, 42 Ch. D. 79, where an assignment of leaseholds in consideration of natural love and affection was held, in an action by unpaid vendors of the settlor to enforce their lien, not to be voluntary.

And the doctrine was held not to apply where the trustees taking by demise, and not assignment, had not undertaken any obligation: *Shurmur v. Sedgwick*, 24 Ch. D. 597.

Husband and wife may, in many respects, enter into a contract for valuable consideration with each other; and therefore where they, respectively having interests of whatsoever extent, quality, or degree in property, come to an agreement affecting those interests, which is afterwards embodied in a settlement, the transaction is supported by valuable consideration and is valid: *Teasdale v. Braithwaite*, 5 Ch. Div. 630; 4 Ch. D. 85; *Re Foster and Lister*, 6 Ch. D. 87; *Hewison v. Negus*, 16 Beav. 594; *Atkinson v. Smith*, 3 D. & J. 186; *secus*, where the transaction amounts to a joint gift, not to giving and receiving a consideration: *Butterfield v. Heath*, 15 Beav. 408; *Shurmur v. Sedgwick*, *sup.*, where the settlement was of freeholds and leaseholds to which the wife was entitled absolutely for her separate use; and see Sugd. V. & P. p. 715; *et v. sup.* Vol. II. p. 777.

Where limitations in favour of issue of a prior marriage are provided for in the treaty for a settlement on a subsequent marriage of a widow, such limitations are not voluntary: *Gale v. G.*, 6 Ch. D. 144; *Price v. Jenkins*, 4 Ch. D. 483; and see *Clarke v. Wright*, 6 H. & N. 849; *Jithell v. Beane*, 1 Vez. 215; *Newstead v. Searles*, 1 Atk. 265; *secus*, in case of a widower: *Re Cameron*, 37 Ch. D. 32; and on the question how far the scope of the marriage consideration extends, see *Wollaston v. Tribe*, 9 Eq. 44; *Smith v. Cherhill*, 4

Eq. 390; *Davenport v. Bishopp*, 1 Ph. 698; *Cottrell v. Homer*, 13 Sim. 506; *Johnson v. Legard*, T. & R. 281; S. C., 3 Madd. 283; *Clayton v. E. of Winton*, 3 Madd. 302, n.; *Paul v. P.*, 15 Ch. D. 580; *De Mestre v. West*, (1891) A. C. (P. C.) 264; *Dart, V. & P.* 894 *et seq.*; 6th ed. 1010 *et seq.*; *et sup.* Vol. II. p. 1426.

It is immaterial whether the consideration be expressed on the face of the deed, or is proved *aliunde*: *Bayspoole v. Collins*, 6 Ch. 228; *Pott v. Todhunter*, 2 Coll. 76; and a deed originally voluntary may be made effectual by subsequent dealings: *per* Ld. Eldon in *Johnson v. Legard*, T. & R. 281, 294; *Re Briggs and Spicer*, (1891) 2 Ch. 127; *Halifax Banking Co. v. Gledhill*, (1891) 1 Ch. 31, 38; *Small v. Torley*, 25 L. R. Ir. 388; and see *Clarke v. Willott*, L. R. 7 Ex. 313.

Right to enforce or impeach Settlement.—Where an agreement is entered into for valuable consideration to execute a settlement in favour of strangers to the consideration, the agreement may be enforced by the parties to it, but not by the strangers: *Colyear v. Musgrave*, 2 Kee. 81; except in the case of issue of a former marriage: *Gale v. G.*, 6 Ch. D. 144; *et v. sup.* Vol. II. Chap. XLV. p. 1426.

Where a conveyance is not supported by valuable consideration, it is void as against a subsequent purchaser with or without notice, and the volunteers claiming under it have no rights as against the purchase-money: *Townend v. Toker*, 1 Ch. 446, 460; *Daking v. Whimper*, 26 Beav. 568, Form 1, *sup.* p. 1959; *Pulvertoft v. P.*, 18 Ves. 84; *Buckle v. Mitchell*, *Ib.* 100; *Evelyn v. Templar*, 2 Bro. C. C. 148.

But where land subject to a mortgage is settled by a voluntary instrument, and the mortgagee subsequently sells, the beneficiaries under the settlement are entitled to the surplus proceeds as against the settlor: *Re Walhampton Estate*, 26 Ch. D. 391.

The word "purchaser" includes mortgagees, legal or equitable: *Dolphin v. Aylward*, L. R. 4 H. L. 486; *Lister v. Turner*, 5 Ha. 281, Form 2, *sup.* p. 1959; even if the mortgage be in general terms, and in consideration of an antecedent debt: *Barton v. Vanheythuysen*, 11 Ha. 133; L. C. in *Beavan v. E. Oxford*, 6 D. M. & G. 520; lessees at rack-rent: *Goodright v. Moses*, 2 W. Bl. 1019; partners where the grantor obtained a share of profits in respect of his ownership: *Shaw v. Stundish*, 2 Vern. 326; persons claiming in consideration of marriage: *Douglasse v. Waad*, 1 Ch. Ca. 99; trustees of a creditors' deed, if they take any real interest under it: *Butterfield v. Heath*, 15 Beav. 403; not otherwise: *Cadell v. Bewley*, 15 W. R. 703; but not judgment creditors: *Beavan v. E. Oxford*, 6 D. M. & G. 507; and see *Dolphin v. Aylward*, L. R. 4 H. L. 486; nor a person purchasing at a sale in execution: *Godfrey v. Poole*, 13 App. Cas. P. C. 497; nor purchasers from the heir or devisee of the grantor: *Lewis v. Rees*, 3 K. & J. 132, 151.

It is now settled that a purchaser is entitled to make persons, interested under a prior deed, parties to an action for specific performance of the agreement for sale, in order to have the question tried whether the deed was voluntary or not: *Price v. Jenkins*, 5 Ch. Div. 619; 4 Ch. D. 483; *Townend v. Toker*, 1 Ch. 446, 457; *Daking v. Whimper*, 26 Beav. 568, Form 1, *sup.*; *Willatts v. Busby*, 5 Beav. 193; and in such actions the trustees under the voluntary deed will be directed to concur in the conveyance: *Daking v. Whimper*, 26 Beav. 568; *Willatts v. Busby*, 5 Beav. 193; but it is said that the deed will not be ordered to be cancelled: M. R. in *De Hoghton v. Money*, 1 Eq. 154, 159.

The grantor of a voluntary conveyance cannot enforce a subsequent agreement for sale, except as against a willing purchaser; the principle being that the right to avoid a voluntary conveyance is the right of the purchaser, which he cannot be compelled to exercise, unless he himself express his willingness to do so; if he refuse to exercise it, equity will not assist the vendor to defeat his own grant: *Clarke v. Willott*, L. R. 7 Ex. 313; *Peter v. Nicolls*, 11 Eq. 391; *Smith v. Garland*, 2 Mer. 123; *Johnson v. Legard*, T. & R. 281.

But the purchaser can, after the conveyance to him, make a good title which will be forced on a subsequent purchaser: *Currie v. Nind*, 1 My. & C. 17; *Butterfield v. Heath*, 15 Beav. 403; and see *Shurmur v. Sedgwick*, 24 Ch. D. 697.

The persons interested under a voluntary conveyance may institute an action to set aside a prior conveyance voidable in equity, if the conveyance under which they claim is a conveyance of the property, not of a mere right to sue: *Dickinson v. Burrell*, 1 Eq. 337.

Where, after executing a voluntary settlement, by which he reserved a life estate to himself, the settlor mortgaged the estate comprised in it, and subsequently became indebted to judgment creditors, it was held that the doctrine of marshalling did not apply so as to confine the mortgages to the inheritance of the settled property in exoneration of the life estate: *Dolphin v. Aylward*, L. R. 4 H. L. 486; *Haylock v. Robotham*, 1861, A. 1018, not being followed.

The statute applies to assurances of copyholds: *Currie v. Nind*, 1 My. & C. 17; and to assignments of leaseholds, but not of chattels personal: *Barton v. Vanheythuyzen*, 11 Ha. 126, 134; and not to transfers of stock: *Jones v. Croucher*, 1 S. & S. 315; nor to voluntary gifts for charitable purposes: *Ramsay v. Gilchrist*, (1892) A. C. (P. C.) 412.

(VII.)—IMMORAL TRANSACTIONS.

Inquiry as to Consideration of Bond alleged to have been given for past Cohabitation.

LET the following &c.—Inquiries as to parties.—“An inquiry whether the testator (*obligor*) in the pleadings named, sealed and delivered as his act and deed the bond dated &c. in the pleadings mentioned, and what was the consideration for the said bond, and how the said bond was dealt with by the testator in his lifetime, and how the same has been dealt with since his death, and whether the late Plt Mary H. (*obligee*) in any manner, and how, released and exonerated the estate of the testator from the payment of the annuity made payable by the said bond; and what, if anything, now remains due in respect thereof; and (in case the said late Plt had released or exonerated the testator's estate) whether the payment of the said annuity had in any, and what, manner been secured; and if not, what, if any, part of the testator's personal estate remained in the hands of, or due from the Deft P. (*exor*) applicable to the payment thereof.”—*Hall v. Palmer*, V.-C. W., 11 June, 1842, A. 1454; S. C., 3 Hare, 532.

For further order declaring the Plt, as the legal pers. represve of Mary H., entitled to be paid the sum found due in respect of the annuity, and that certain legacies given by the testator were liable to pay the same proportionately, with consequent directions, see S. C., V.-C. W., 8 May, 1844, A. 1589; 3 Hare, 536.

For decree declaring a mortgage, which the Court held to have been given in pursuance of an immoral agreement, void, and directing it to be given up to be cancelled, and directing delivery to the Plt of a policy of insurance comprised in the mortgage, upon payment by him of the sums paid by the Deft for premiums upon it, see *Bulmore v. Williams*, M. R., 17 March, 1863, A. 537; 11 W. R. 506.

NOTES.

The rules of equity on this subject have been thus stated by Lord Selborne in *Ayerst v. Jenkins*, 16 Eq. 275, 282:—

1. Bonds or covenants founded on past cohabitation, whether adulterous, incestuous, or simply immoral, are valid in law, and not liable (unless there are other elements in the case) to be set aside in equity: see *Hall v. Palmer*,

3 Ha. 532; *Knye v. Moore*, 1 S. & S. 61; *M. Annandale v. Harris*, 2 P. W. 432; 3 Bro. P. C. 445.

2. Such bonds or covenants, if given in consideration of future cohabitation, are void in law, and therefore of course also void in equity: see *Bulmore v. Williams*, 11 W. R. 506; *Priest v. Parrot*, 2 Vez. 160; *Clarke v. Periam*, 2 Atk. 333, 337.

3. Relief could not be given against any such bonds or covenants in equity, if the illegal consideration appeared on the face of the instrument: see *Simpson v. Ld. Howden*, 3 My. & C. 97; *Smyth v. Griffin*, 13 Sim. 245; *Gray v. Mathias*, 5 Ves. 286.

4. If an illegal consideration did not appear on the face of the instrument, discovery would be granted in equity (before the commencement of the Jud. Acts) in aid of an action at law, and the objection of *particeps criminis* would not prevail against it: see *Benyon v. Nettlefold*, 3 Mac. & G. 94.

5. Under some (but not under all) circumstances, where the consideration is unlawful, and does not appear on the face of the instrument, relief may be given to a *particeps criminis* in equity.

The chief distinctions alluded to in the last of these rules appear to be as follows:—

(a) Where an obligor or covenantor or his represves openly allege the immoral dealing, and seek to be relieved *bonâ fide* on that ground, relief will be given: *Simey v. Eley*, 17 Sim. 1; *Neville v. Wilkinson*, 1 Bro. C. C. 543; *secus*, where in effect a Plt seeks to set aside a bond or covenant, because the immoral consideration has not been received: *Batty v. Chester*, 5 Beav. 103.

(b) Where the consideration was an act or practice detrimental to the public interests, it was formerly said that the objection of *particeps criminis* was of no avail: *Harrington v. Du Chatel*, 1 Bro. C. C. 124; and see *St. John v. St. J.*, 11 Ves. 535.

Where the instrument is in fact purely voluntary, the mere fact of an immoral connection between the donor and donee is not enough to avoid it: *Ayerst v. Jenkins*, 16 Eq. 275, 283; *Hill v. Spencer*, Amb. 641; *Re Vallance*, *V. v. Blagden*, 26 Ch. D. 353.

The mere fact of the continuance of the cohabitation does not raise a presumption that the bond was given in consideration of future cohabitation: *S. C.*

Where the instrument impeached is not *in fieri*, but an absolute conveyance, it seems that the Court will not interfere to take the property comprised in it out of the hands of the grantee: *Ayerst v. Jenkins*, 16 Eq. 275; *Rider v. Kidder*, 10 Ves. 366; but see *Coulson v. Allison*, 2 D. F. & J. 521; *S. C.*, *sup.* Vol. II., pp. 1433, 1434.

It is sufficient to prove that part of the consideration was immoral, as the Court is unable to say how far that part has affected the whole transaction: *Bulmore v. Williams*, 11 W. R. 506; and see 1 Sm. L. C. 394; 9th ed. p. 417.

A stipulation in a contract of affreightment exempting shipowners from liability through the negligence of their master and crew is not immoral or forbidden by positive law: *Re Missouri Steamship Co.*, 42 Ch. Div. 321; and, if the parties intended to be governed by our law, may be enforced, though void under the *lex loci contractûs*, as being against public policy: *S. C.*

And see, as to the circumstances under which contracts or securities may be avoided as being entered into with intent to compound a felony, *Flower v. Sadler*, 9 Q. B. D. 83; 10 Q. B. Div. 572; or containing stipulations with reference to the conduct of criminal proceedings, by which the course of such proceedings might be affected, *Lound v. Grimwade*, 39 Ch. D. 605; and that money paid under an illegal contract (*e. g.*, one tending to pervert the course of justice) cannot be recovered back, *Kearley v. Thomson*, 24 Q. B. Div. 742.

SECTION V.—SALE OF SHARES AND STOCK, AND RIGHTS AND LIABILITIES UNDER THE CUSTOM OF THE STOCK EXCHANGE.

1. *Bank of England to permit Transfer of Stock.*

UPON motion &c., Let the Defts, the Governor and Co. of the Bank of England, forthwith permit the transfer of £— Cons., now standing in the name of the Plt L. in their books, by the attorneys of the Plt appointed under and by virtue of a certain power of attorney executed by the Plt on &c.—Defts to pay Plt's costs.—*Larrett v. Bank of England*, Chitty, J., 5 March, 1886, B. 249; S. C., W. N. (86) 47.

2. *Indemnity against Calls in Winding-up in Action by Vendor against ultimate Purchaser—Transfer executed.*

DECLARE that the Deft is liable to pay to the Plt all sums which have been properly paid by the Plt in respect of calls made upon the — shares in the — Co. in the pleadings mentioned, since the — day of — (*date of transfer*), with interest at the rate of £4 p. c. per ann. from the date when such sums respectively became due down to the date of the Chief Clerk's certificate of the result of the account herein-after directed; And Declare that the Deft is also liable to pay to the Plt the amount of all calls which have been made upon the said — shares since the said &c., but which have not been paid by the Plt, together with all interest which shall be due in respect of such last-mentioned calls at the date of the said certificate, the Plt, by his counsel, undertaking to pay such amount and interest to the official liquidator of the said co.; And Declare that the Deft is liable to indemnify the Plt against all calls which may hereafter be made on the said — shares, and all interest thereon, and against all liability and loss which the Plt has incurred since the said — day of —, or may hereafter incur, in respect of the said — shares, and against all liability, loss, costs, damages, and expenses which the Plt has incurred, or may hereafter incur, by reason of his being settled on the list of contributories of the said co. in respect of the said — shares; And Let the Plt, in all things relating to the said — shares, and at the expense of the Deft, act as the Deft shall reasonably direct, and as if the Plt were a trustee for the Deft of the same; Tax the Plt his costs of this action, including any costs he may have been put to in respect of his being settled on the list of contributories of the — Co. in respect of such — shares; And Let an account be taken of what, having regard to the declarations aforesaid, is due to the Plt in respect of calls made on the said — shares; And Let the Deft W., within — days after service of this judgment, and the Chief Clerk's certificate to be made in pursuance hereof, pay to the Plt what shall be so certified to be due to him as aforesaid for such principal and interest; And Let the Deft at his own expense give to the Plt a good and effectual indemnity in

respect of the said — shares in the pleadings mentioned, to indemnify the Plt, his heirs, exors, and admors, and his and their estates and effects, from and against all calls which may hereafter be made on the said — shares, and all interest thereon, and against all liabilities, loss, costs, damages, and expenses, and other consequences, which the Plt has incurred, or shall or may incur, sustain, or become liable to, in respect of his having been settled on the list of contributories of the said — Co. in respect of the said — shares; such indemnity to be settled by the Judge in case the parties differ.—Deft to pay Plt's costs.—Liberty to apply.—*Evans v. Wood*, M. R., 8 Nov. 1867, A. 2794; 5 Eq. 9; followed in *Paine v. Hutchinson*, L. JJ., 17 March, 1868, B. 2164; 3 Ch. 388, Form 1, *sup.* p. 1893; *Hodgkinson v. Kelly*, M. R., 20 July, 1868, A. 2287; 6 Eq. 496.

3. The Like.

DECLARE that the Deft D. is liable to pay to the Plt all sums which have been properly paid by the Plt in respect of calls made upon the ten shares in the O. Bank since &c., amounting to £253. And Declare that the Deft D. is liable to indemnify the Plt against all calls which may hereafter be made on the said shares, and all interest thereon, and against all liability and loss which the Plt has incurred since &c., or may hereafter incur, in respect of the said ten shares, and against all liability, loss, costs, damages, and expenses which the Plt has incurred, or may hereafter incur, by reason of her being settled on the list of contributories of the said O. Bank in respect of the said shares.—Plt in all things relating to the said ten shares to act as Deft D. shall reasonably direct, as if Plt were a trustee for D.; and in case any money returned by the liquidator to the Plt in respect of the said shares, Plt to pay same to Deft D.—Deft to pay Plt's costs and the said £263, and to enter into a deed of indemnity.—*Loring v. Davis*, Chitty, J., 20 May, 1886, B. 637; S. C., 32 Ch. D. 625.

4. The Like.

“DECLARE that the Deft M., by virtue of the sale and transfer to him in the pleadings mentioned, became the owner and holder of the twenty shares in O. & Co. in the pleadings mentioned, as from the — day of —, the date of the transfer from the Plt to the Deft of the said shares; And Let the Deft M. pay to the Plt C. on or before &c., or within &c., the sum of £500 paid by the Plt for calls made in respect of the said twenty shares since the said — day of —, that is to say (*amount of calls and when payable*); and £18 for interest on two of such calls, as in the pleadings mentioned, together with interest after the rate of £5 p. c. per ann., less income tax, from the respective dates when such calls were paid by the Plt, or on account of the Plt, down to the day of payment, beyond the said sum of £18 (the amount of such sums and interest to be verified by affidavit); And Declare that the Deft is

bound to indemnify the Plt against all calls which have been made since the call payable on the — day of —, or which may hereafter be made on the said twenty shares, and all interest thereon, and against all liabilities and loss which the Plt has incurred since the said — day of — (*date of the transfer*), or may hereafter incur, in respect of the said twenty shares, and against all liability, loss, costs, damages, and expenses, which the Plt has incurred, or may hereafter incur, by reason of his being settled on the list of contributories of the said co. in respect of such twenty shares.”—Plt to act as trustee &c., and directions for taxation and payment of costs [Form 1].—“And the Plt is to be at liberty to apply to the Judge at Chambers, as he may be advised, for such order or orders as may be necessary for the purpose of giving effect to the indemnity, the right to which is hereinbefore declared, and for enabling him, his heirs, exors, or admors, and his and their estates and effects, to have a good and effectual indemnity in respect of the said twenty shares, and from and against all calls which may hereafter be made on the said twenty shares, and all interest thereon, and against all liability, loss, costs, damages, and expenses, and other consequences, which the Plt, his heirs, exors, or admors, has incurred, or may incur, by or in consequence of his having been settled on the list of contributories of the said co. in respect of the said twenty shares.”—Liberty to apply generally.—*Crabb v. Miller*, V.-C. S., 27 Jan. 1871, A. 287; 24 L. T. N.S. 219; affirmed L.JJ., 29 May, 1871, A. 1389; following *Shepherd v. Gillespie*, *inf.*

For like decree, with interest at £5 p. c. per ann., and with liberty to apply to rectify the register of shareholders, and direction for an account of what was due to the Plt in respect of any calls unpaid, see *Shepherd v. Gillespie*, V.-C. S., 4 Dec. 1867, B. 3117; 5 Eq. 293; 3 Ch. 764.

For decree in like action, where the transfer had been executed in the name of a nominal transferee, declaring that the Plt became, as from the date of the transfer, and still was, a trustee for the Deft, the true purchaser, and that the Deft was bound to indemnify him accordingly, see *Castellan v. Hobson*, V.-C. J., 6 May, 1870, A. 1178; 10 Eq. 47.

5. *The Like—Against several Purchasers of Shares which were no longer distinguishable, the Shares having been registered in the Name of an Infant, and replaced in the Name of the Transferor.*

LET the judgment dated &c., so far as it declares that the fifteen shares in the Corp. in the pleadings mentioned have been since the — day of — (*date of transfer*), and still are, held by the Plt as trustee for the Defts D., J., and S., and that the said Defts as well as the Deft B. by reason of the part which he took in the contrivances in the pleadings mentioned, were bound to procure a release or discharge of the Plt from the payment of all calls, which since the said — day of — have been made or may hereafter be made on such shares, and all interest in respect of such calls, and further to indemnify the Plt against all costs, damages, and expenses in respect of such calls, or otherwise on account of the said fifteen shares, and so far as it orders that the Deft

D. should procure such release or discharge accordingly, either by payment of the said calls and interest, or otherwise, and indemnify the Plt against all such costs, damages, and expenses, be varied; And instead thereof, Declare that five only of the fifteen shares in the Corp. in the pleadings mentioned have been since the said — day of —, and still are, held by the Plt as trustee for the Deft D., and that the Deft D. is bound to procure the release or discharge of the Plt from the payment of all calls which since the said — day of — have been made or may hereafter be made on such five shares, and all interest in respect of such calls, and further to indemnify the Plt against all costs, damages, and expenses in respect of such calls, or otherwise on account of such five shares; And Let the Deft D. procure such release or discharge accordingly, either by payment of the said calls and interest, or otherwise, and indemnify the Plt against such costs, damages, and expenses; such release and indemnity to be settled by the Judge in case the parties differ. And with the exception of the said variations, Let the said judgment be affirmed.—*Brown v. Black*, L.JJ., 21 July, 1873, A. 2222; 8 Ch. 939; varying judgment of V.-C. B., 5 March, 1873, A. 590; 15 Eq. 363.

In this case only one of the three shareholders, who had been held jointly and severally liable for the whole of the shares, appealed against the judgment.

6. *The Like, in Action against Stock-jobber, where the Name of an Infant Transferee had been passed—Inquiry as to Amount of Indemnity.*

REVERSE judgment—"And Declare that the Deft N. (*stock-jobber*) is bound to indemnify the Plt against all liability incurred in respect of the — shares in the — Co. in the pleadings mentioned; And Let an inquiry be made what is the amount due in respect of such liability; And Let the Deft N. pay to the Plt M. what on taking such account shall be certified to be the amount of the said liability, the Plt by his counsel undertaking to give the said Deft the benefit of any money receivable from the said — Co. in respect of the said shares."—Deft to pay Plt's costs of action.—*Merry v. Nickalls*, L.JJ., 31 July, 1872, B. 2788; 7 Ch. 733; affd. L. R. 7 H. L. 530.

7. *Declaration of the Stock-jobber's Liability, where Registration was guaranteed.*

DEFTS to pay Plt's costs of action up to the hearing, and costs of the appeal.—"And Declare that the Defts, under and by virtue of their agreement with the late Plt C. for the sale by the said late Plt to the Defts of one hundred shares in the — Co. in the pleadings mentioned, as evidenced by the sale-note dated &c. therein also mentioned, became liable to procure the registration of one hundred shares of the late Plt C. in the said co., in the name of some person other than the

late Plt, on or before the — day of — (*settling-day*), and are now bound to procure the release or discharge of the said late Plt's estate from the payment of all calls which have been made on such shares since the said — day of — (*date of sale note*), and further to indemnify the said estate against all loss, costs, damages, and expenses, incurred in respect of such calls, or otherwise on account of such shares remaining in the name of the late Plt after the said — day of —; And Let the Defts procure such release and discharge accordingly, either by payment of the said calls or otherwise, and indemnify his estate against all such loss, costs, damages, and expenses, and otherwise, as aforesaid."—Plt to be at liberty to apply to the Judge in respect of such release, discharge, and indemnity, and in respect of subsequent costs.—*Cruse v. Paine*, L. C., 24 Feb. 1869, A. 593; 4 Ch. 444.

NOTES.

RIGHTS AND LIABILITIES AS BETWEEN TRANSFEROR AND transferee.

In all cases of sales of shares, the transferee takes the shares *cum onere*, and upon an implied contract to indemnify the transferor from the date of the transfer against all calls, whether made by the co. or its liquidators in winding it up, and against all other liability in respect of the shares, including that arising from being settled on a B. list of contributories: *Kellock v. Enthoven*, L. R. 8 Q. B. 458; *Roberts v. Crowe*, L. R. 7 C. P. 629; and see *Maxted v. Paine* (No. 2), L. R. 6 Ex. 132, 134.

The relation between transferor and transferee is not that of principal and surety, but of persons primarily and secondarily liable, and is not affected by arrangements between the co. or its liquidators, and the person, whether transferor or transferee, actually registered as holder of the shares transferred: *Roberts v. Crowe*, L. R. 7 C. P. 629; *Nevill's Case*, 6 Ch. 43; *Hudson's Case*, 12 Eq. 1; *Joseph v. Holroyd*, 22 W. R. 614; and see *Heritage v. Paine*, 2 Ch. D. 594.

It is also the duty of the transferee to have the transfer registered, and his name placed on the list of shareholders: *Evans v. Wood*, 5 Eq. 9, 14, Form 2, *sup.* p. 1964; *Wynne v. Price*, 3 De G. & S. 310; *Skinner v. City of London Marine Ins. Corp.*, 14 Q. B. Div. 882; or, where the co. is being wound up, on the list of contributories, if it be practicable: *Paine v. Hutchinson*, 3 Ch. 388, Form 1, *sup.* p. 1893; *Musgrave and Hart's Case*, 5 Eq. 193; and the contract of sale does not import an undertaking by the vendor that the co. will register the transferee: *London Founders' Assoc. Lim. v. Clarke*, 20 Q. B. Div. 576.

Upon any application for this purpose under the Cos. Act, 1862 (25 & 26 V. c. 89), s. 98, it is the duty of the liquidator, if both transferor and transferee are solvent, so that it is immaterial to creditors which of them is settled on the list of contributories, to appear by one counsel only, and take no part in any contest between them: *Musgrave and Hart's Case*, 5 Eq. 193.

As between himself and the co., the transferor remains liable until a transferee is registered without fraud, who is legally liable to the co.: *Symon's Case*, 5 Ch. 298; and the legal capacity of the transferee is to be ascertained, in cases of winding-up, at its commencement: *Castello's Case*, 8 Eq. 504; and see Buckley, pp. 24—30, 34—39.

Where shares are sold by auction at the value before dividend, and the sale is to be completed at a date subsequent to the declaration of dividend, such dividend belongs to the purchaser, the analogy to sales of real estate not being applicable: *Bluck v. Homersham*, 4 Ex. D. 24.

RULES AND CUSTOMS ON SALE ON STOCK EXCHANGE.

In all cases of sale of shares on the Stock Exchange, the rules and custom of the Exchange are to be imported into and regulate the contract: *Nickalls*

v. *Merry*, L. R. 7 H. L. 530; 7 Ch. 733, Form 6, *sup.* p. 1967; *Grissell v. Bristowe*, L. R. 4 C. P. 36; *Coles v. Bristowe*, 4 Ch. 3; *Sutton v. Tatham*, 10 Ad. & E. 27; unless illegal or unreasonable and not known to the principal: *Harker v. Edwards*, 57 L. J. Q. B. 147; *ex. gr.*, a custom for a London broker to retain a debt due from a country broker out of the price of shares sold: *Blackburn v. Mason*, 68 L. T. N.S. 510; or a usage to disregard Leeman's Act (30 & 31 V. c. 29), s. 1, as to specifying the numbers and names of registered proprietors of the shares, and to recognize as valid a contract made contrary to that Act: *Neilson v. James*, 9 Q. B. Div. 546; *Perry v. Barnett*, 15 Q. B. Div. 388, 398; distinguishing *Seymour v. Bridge*, 14 Q. B. D. 461; because there knowledge of the usage was imputed to the principal.

According to this custom, where shares are sold for future delivery, or, as it is termed, "for the account," the obligation of the purchaser is either to complete the purchase himself, or to substitute another person able and willing to complete it in his stead, to whom no reasonable objection can be made. On a day known as the "name-day," previous to the "settling-day," or day fixed for completion, a "ticket" containing the name of the intended transferee is delivered by the purchaser to the vendor, and the interval between the name-day and the settling day is allowed to the vendor to inquire into the responsibility of the person so named: *Nickalls v. Merry*, L. R. 7 H. L. 530; *Grissell v. Bristowe*, L. R. 4 C. P. 36; *Coles v. Bristowe*, 4 Ch. 3.

In the interval between the agreement for sale and the name-day, any number of sub-sales may take place, each of which is regulated by the same custom: *Nickalls v. Merry*, L. R. 7 H. L. 530; and upon each of which the sub-purchaser becomes liable to his vendor in like manner: *Hodgkinson v. Kelly*, 6 Eq. 496, 502.

When the name of a proper person as ultimate purchaser is passed to and accepted by the original vendor, and the transfer executed by him, and, together with the share certificates, delivered to and accepted by, or on behalf of, the purchaser (whether actually executed by him or not) there is a novation of the preceding liabilities: *Maxted v. Paine* (No. 2), L. R. 6 Ex. 132; *Bouring v. Shepherd*, L. R. 6 Q. B. 309; and the relation of transferor and transferee is constituted between the original vendor and the ultimate purchaser, who becomes equitable owner and is bound to indemnify the vendor, and obtain registration of the transfer accordingly: *Coles v. Bristowe*, 4 Ch. 3; *Hawkins v. Maltby*, 4 Ch. 200; 3 Ch. 188; *Grissell v. Bristowe*, L. R. 4 C. P. 36; *Hodgkinson v. Kelly*, 6 Eq. 496; *Evans v. Wood*, 5 Eq. 9, Form 2, *sup.* p. 1964; *Loring v. Davis*, 32 Ch. D. 625.

The transfer may be accepted by conduct: *Shepherd v. Gillespie*, 3 Ch. 764; 5 Eq. 293, *sup.* p. 1966.

INTERMEDIATE PURCHASERS.

If the transfer be not actually accepted by, or on behalf, of the ultimate purchaser, it is said that on the delivery of the transfer and certificates the intermediate purchasers are nevertheless discharged from liability, and the ultimate purchaser solely bound to indemnify the vendor and register the transfer, inasmuch as the transfer (if a proper one) stands accepted on delivery by the terms of the original contract: *per* Christian, L. J., in *Sheppard v. Murphy*, 1. R. 2 Eq. 544, 569; and see *per* Blackburn, J., in *Maxted v. Paine* (No. 2), L. R. 6 Ex. 132, 173.

If the name of a person utterly without means is passed and accepted, the intermediate purchasers are discharged from liability: *Maxted v. Paine* (No. 2), L. R. 6 Ex. 132; and if the name passed be that of a nominee or trustee for an undisclosed purchaser, such purchaser cannot be made liable under the custom, or upon any implied contract: *Lord Torrington v. Lowe*, L. R. 4 C. P. 26; though he will be treated in Equity as the true owner of the stock or shares, and may be made liable to the vendor accordingly, even in an action to which the nominal transferee is not made a party: *Castellan v. Hobson*, 10 Eq. 47.

But the intermediate purchasers are not discharged from liability by passing the name, whether objected to before the settling day or not, of a person unable or unwilling to complete, as an infant: *Nickalls v. Merry*, L. R. 7 H. L. 530; a foreigner residing abroad: *Allen v. Graves*, L. R. 5 Q. B. 478; *Goldschmidt v. Jones*, 22 L. T. N.S. 220; or a person who has not in fact

authorized the use of his name : see *Masted v. Paine* (No. 1), L. R. 4 Ex. 81 ; though, if he has given general instructions to purchase, it is immaterial whether he has given express authority to pass his name or not : *Pender v. Fox*, 20 W. R. 966.

In such cases the intermediate purchasers respectively remain bound to complete their purchases and to indemnify their vendors, in the same way as if transfers had been executed to, and accepted by them, what is agreed to be done being treated as done : *Merry v. Nickalls*, 7 Ch. 733, Form 6, *sup.* p. 1967 ; and this liability is not affected, although the vendor may have compromised his liability to the company, if the intention of the compromise is to keep alive any second liability : *Heritage v. Paine*, 2 Ch. D. 594.

So, too, if an intermediate purchaser buys "with registration guaranteed," he remains liable to indemnify his vendor until actual registration, notwithstanding the execution and acceptance of the transfer : *Cruse v. Paine*, 4 Ch. 441 ; 6 Eq. 641, Form 7, *sup.* p. 1967.

RIGHTS AND LIABILITIES OF MEMBERS OF STOCK EXCHANGE.

Members of the Stock Exchange are either "jobbers," i.e., members who buy and sell on their own account, and are usually the intermediate purchasers in these transactions, or "brokers," i.e., members who buy and sell on account of non-members ; but all members alike, whether jobbers or brokers, deal and are personally liable *inter se* as principals : *Masted v. Paine* (No. 2), L. R. 6 Ex. 132, 170, 180.

Non-members, buying or selling through brokers, are equally bound by the custom, and may sue or be sued to the same extent as their agents : *Masted v. Paine* (No. 2), L. R. 6 Ex. 132, 174.

The acts of brokers in the course of their agency are binding on their principals, e.g., acceptance of transfers : *Bowring v. Shepherd*, L. R. 6 Q. B. 309 ; carrying over, i.e., deferring the time of completion until the next periodical settling-day, or continuing the transaction to the next account : *Sheppard v. Murphy*, 1 R. 2 Eq. 544 ; unless the carrying over or continuation is in fact beyond the scope of the authority given, and is repudiated : *Masted v. Paine* (No. 1), L. R. 4 Ex. 81.

"Continue" is a technical term, which means to sell and re-buy the same amount of stock at a future day at the same price, a further sum being paid for the accommodation ; and when the holders of bonds continue them, the transaction is not a loan, but a sale and repurchase : *Bongiovanni v. Société Générale*, 54 L. T. N.S. 320.

Brokers are also entitled to indemnity from their principals against loss incurred in their agency, e.g., by giving indemnities to other members in compliance with resolutions of the Committee of the Stock Exchange : *Peppercorne v. Clench*, 26 L. T. N.S. 656 ; or money paid in accordance with the usage of the Stock Exchange, in cases of sales of prospective dividends or other transactions not recognized or enforced by the committee under its rules : *Martin v. Gibbon*, 33 L. T. N.S. 561.

A broker who has been instructed to carry over stock, but to whom a balance of differences due has not been paid upon the pay day of the current settlement, can close his principal's account, if he has before the pay day given him notice of the amount of the balance, and the principal has not furnished funds, or available collateral security to cover the amount : *Davis & Co. v. Howard*, 24 Q. B. D. 691.

Where the principal of a defaulting broker adopts the closing, and accepts the "hammer" prices, he impliedly agrees to treat the loss as covered by the implied contract of indemnity between himself and the broker, and is liable to pay to the latter the amount of any differences due upon contracts carried over : *Hartas v. Ribbons*, 22 Q. B. Div. 254.

A broker who commits a breach of duty to his customer in not making a valid contract for sale (e.g., by disregarding Leeman's Act), is liable to the extent of the price of the shares : *Neilson v. James*, 9 Q. B. Div. 546.

A broker dealing for a client in "differences" is not guilty of rash and hazardous speculation within sect. 28 of the Bankruptcy Act, 1883, if the client has the means to pay : *Exp. Jenkins, Re J.*, 39 W. R. 430.

A broker, being personally liable, is entitled, on the insolvency of his principal, to sell all stocks bought with his own money on account of the

principal, and to claim against the estate of the principal for the balance of the account, subject to deduction for loss by a premature sale: *Lacey v. Hill, Scrimgeour's Claim*, 8 Ch. 921; *S. C., Crowley's Claim*, 18 Eq. 182; and though the bargains were speculative, the employment of the broker in such case not being contrary to public policy, the common law, or the statute 8 & 9 V. c. 108, s. 18, as to gaming and wagering contracts: *Thacker v. Hardy*, 4 Q. B. Div. 685; and although the broker has not entered into separate contracts on behalf of the principal, but has appropriated to him parts of larger amounts of stock purchased by the broker for distribution among his principals: *Exp. Rogers, Re R.*, 15 Ch. Div. 207.

By the rules of the Stock Exchange a member being unable to meet his engagements is publicly declared a defaulter, and thereupon his accounts are closed, and stock or shares contracted to be sold to him are re-sold.

Where a broker is thus declared a defaulter by reason of the failure of his principals to pay money due to him, he is entitled to claim from them the total amount appearing due from them, in respect of transactions on their behalf, on this closing of his accounts: *Lacey v. Hill, Crowley's Claim*, 18 Eq. 182; but where it is not proved that his insolvency was caused by non-payment on the part of his principals, he cannot claim to be indemnified by them against the loss occasioned by the compulsory closing of the accounts: *Duncan v. Hill*, L. R. 8 Ex. 242.

But these rules are only binding on the members, and do not regulate the rights of the general creditors of the defaulter: *Tomkins v. Saffery*, 3 App. Ca. 213; and where the assets have been privately distributed by the official assignee a participating creditor is not precluded from afterwards suing for the balance of his debt: *Re Ward, Exp. W.*, 20 Ch. Div. 356.

The amount fixed by the official assignee as that of the differences due by the defaulter to the creditor must be treated as fixed for all purposes, so as to constitute a liquidated sum upon which a bankruptcy petition may be presented: *Re Ward, Exp. W.*, 22 Ch. Div. 132.

The amount of differences paid to the official assignee by members indebted to the defaulter, being an artificial fund created by the rules of the Stock Exchange, does not pass to the trustee in the subsequent bankruptcy of the defaulter: *Exp. Grant, Re Plumbly*, 13 Ch. Div. 667.

SECTION VI.—MISCELLANEOUS RIGHTS AND REMEDIES.

(I.)—SPECIFIC APPROPRIATION OF CONSIGNMENTS.

1. *Appropriation of Consignments to meet Bills of Exchange—Declaration of Charge and Inquiry.*

“DECLARE that the Plts are entitled to a charge upon the proceeds of sale of the — sacks of coffee in the pleadings mentioned in respect of the bills of exchange held by them as in the pleadings mentioned; And Let an inquiry be made whether any person or persons, other than the Plts, being holders of the bills of exchange in the — paragraph of the Plts’ pleading mentioned, have charges on the proceeds of sale of the said coffee, and what are the respective priorities of such charges, if any; And Declare that the Defts M. &c. are not entitled to any claim upon the proceeds of sale of the said — sacks of coffee by virtue of the proceedings in the action taken by them in the Lord Mayor’s Court against J. &c. trading under the style or firm of E. A. & Co.”—Injunction against further proceedings in the said action

made perpetual.—Directions for taxation and payment of costs.—Liberty to apply at Chambers as to distribution of fund in Court.—Stay further proceedings against Defts M. &c. except for the purpose of enforcing this order.—*Ranken v. Alfaro*, C. A., 17 April, 1877, B. 1078; 5 Ch. Div. 786.

For like decree, declaring that the returns made by R. T. & Co., in respect of the Plt's shipments, were appropriated by the letters in the admissions mentioned to the payment of all advances made to the Plt by S. & S., and to the taking up of any bills drawn or accepted by the Plt in respect of such advances, and subject thereto to make good the balance, if any, due to S. & S., and declaring that the Defts received such returns as were made by R. T. & Co. to the Defts' firm in respect of the said shipments, with notice of such appropriation, with consequent directions, see *Steele v. Stuart*, V.-C. S., 21 March, 1866, B. 2215; 2 Eq. 84.

And for decree in like suit, see *Inman v. Clare*, V.-C. W., 3 Dec. 1858, A. 837; Joh. 783.

NOTES.

Where, on a consignment of goods, bills are drawn by the consignor on the consignee without any specific directions connecting the goods and the bills, the consignee is entitled to place both the consignment and the bills to his general account with the consignor; but if the consignor sends instructions specifically appropriating the proceeds of the consignment to meet the bills, the consignee may refuse to accept the consignment, but is bound, if he accepts it, to hold the proceeds in accordance with the instructions: *Ranken v. Alfaro*, 5 Ch. Div. 786, 795, Form 1, *sup.* p. 1971; *Frith v. Forbes*, 4 D. F. & J. 409; *Inman v. Clare*, Joh. 769; *Bock v. Gorissen*, 2 D. F. & J. 434; and see *Trimingham v. Maud*, 7 Eq. 201.

If express notice of such appropriation is given to the discount or other holder of the bill, this will amount to a good equitable assignment of the appropriated fund, and the holder is entitled to maintain an action against the consignee for the purpose of enforcing the appropriation: *Inman v. Clare*, Joh. 769; *Burn v. Carvalho*, 4 My. & C. 690; and see *Ranken v. Alfaro*, 5 Ch. Div. 786; *Frith v. Forbes*, 4 D. F. & J. 409.

But the mere fact that a person holds a bill of exchange drawn against a consignment is not enough to give him any right against the consignee, even though the bill is expressed on its face to be so drawn; unless the fact of an actual appropriation is communicated to him, or the bill of lading is annexed: *Robey & Co. v. Ollier*, 7 Ch. 695; *Frith v. Forbes*, 4 D. F. & J. 409, 422; *Brown, Shipley & Co. v. Keogh*, 29 Ch. Div. 848; *Phelps, Stokes & Co. v. Comber*, 29 Ch. Div. 813; *Exp. Dever, Re Suse* (No. 2), 14 Q. B. Div. 611.

The sending of a letter of advice to the consignee will not create a specific appropriation in favour of a purchaser of bills of exchange which contain a direction to "charge the same on account of" the goods, "as advised": *Brown, Shipley & Co. v. Keogh*, 29 Ch. Div. 848; nor can such a bill of exchange operate as an equitable assignment: *S. C.*

And where counterfoils, expressing that the bills of exchange were drawn against goods consigned, were attached to the bills and intended to be torn off on acceptance, no lien or charge was thereby created in favour of the holder of the bills: *Phelps, Stokes & Co. v. Comber*, 29 Ch. Div. 813.

The annexation of the bills of lading will not confer a lien if there is an express bargain that they are to be given up to the acceptors on acceptance: *Exp. Dever, Re Suse*, 13 Q. B. Div. 766.

Nor does a statement that the drawee will have funds to meet a bill of exchange at maturity amount to a specific appropriation or assignment of any funds in the hands of the drawee: *Citizens' Bank v. First National Bank*, L. R. 6 H. L. 352; *Thomson v. Simpson*, 5 Ch. 659.

As to the principle and effect of the rule in *Exp. Waring*, 19 Ves. 345, whereby, when there has been a specific appropriation between drawer and acceptor, then if both become insolvent and their estates are brought under a

"forced administration," the bill-holder, though neither party nor privy to the contract, is entitled to have the securities or remittances remaining in specie applied in payment, see *Exp. Dever, Re Suse*, 13 Q. B. Div. 766; that the extension of the rule to cases in which the securities are deficient confers a benefit on the bill-holders, to which they are not entitled, at the expense of the acceptors, see *Royal Bank of Scotland v. Commercial Bank of Scotland*, 7 App. Cas. 366; observing upon *Powles v. Hargreaves*, 3 D. M. & G. 453; and that in cases within the rule notice to the bill-holders of any appropriation is immaterial, see *Powles v. Hargreaves, sup.*; *Hickie & Co.'s Case*, 4 Eq. 226; and as to what amounts to a specific appropriation as between drawer and acceptor, see *Exp. Broad, Re Neck*, 13 Q. B. Div. 740.

The appropriation will not be valid against third persons claiming without notice; and accordingly, where remittances to a country bank were appropriated to meet acceptances, and a portion of such remittances, consisting of bills and notes, was forwarded without notice to the London agents of the bank, it was held that they could retain the bills and notes without meeting the acceptances: *Johnson v. Roberts*, 10 Ch. 505; and see *Steele v. Stuart*, 2 Eq. 84.

As to a banker's lien on securities deposited by a customer for the balance of his general account, see *Re European Bank*, 8 Ch. 41; and that it does not extend to securities deposited for safe custody, or for a special purpose, see *Leese v. Martin*, 17 Eq. 224; *Brandao v. Barnett*, 12 Cl. & F. 787; *London Chartered Bank of Australia v. White*, 4 App. Cas. 413; and *v. sup.* Chap. XLVII., p. 1711.

Where a vendor of goods draws a bill of exchange against the vendee for the price, and forwards it to him with the bill of lading, the vendee may refuse to accept the bill of exchange, but if he refuses he cannot retain the bill of lading: *Shepherd v. Harrison*, L. R. 5 H. L. 116.

If the vendee accept the bill of exchange, this is a conditional payment of the purchase-money, and displaces the vendor's lien; but if the acceptance be subsequently dishonoured, even after having been negotiated by the vendor, the vendor's lien revives: *Gunn v. Bolckow, Vaughan & Co.*, 10 Ch. 491; *Currie v. Misa*, L. R. 10 Ex. 153, 162; *S. C.*, 1 App. Cas. 554.

Where an agent for sale accepted bills for the value of goods consigned to him for sale, and the principals, a company, were wound up, the agent had a lien on the goods for the amount of his acceptances: *Re Pavy's Co.*, 1 Ch. D. 631.

(II.)—STOPPAGE IN TRANSITU.

1. Declaration of Right of Stoppage in Transitu.

"**DECLARE** that the Plt B. (*consignor*) was entitled to stop, and did stop, *in transitu*, the timber in the pleadings mentioned; And it appearing that the net proceeds of the said timber amounted to the sum of £1,276 and no more, and that the sum of £1,570, the amount paid into Court and invested pursuant to the order, dated &c., was composed of the said sum of £1,276, and of two sums of £— and £—, the proceeds of certain policies of assurance upon the said timber effected by the Defts R. &c. (*consignees*), Declare that the Plts L. &c., as (assignees) of the Plt B., were and are entitled to be paid so much of the said sum of £1,570, or of the Cons. and cash in Court to the credit of &c., as has arisen from the said sum of £1,276, or the accumulations thereof, and that the Defts S. &c., as trustees of the indenture or trust deed of the — day of — (*creditors' deed*), were and are entitled to the residue of such Cons. and cash."—Declarations adjusting the account between the parties, and consequent directions.—*Berndtson v. Churchill*, L. C., 21 April, 1868, A. 1881; 3 Ch. 588; 4 Eq. 481; *nom. Berndtson v. Strang*.

NOTES.

On the general doctrine of stoppage *in transitu*, see *Lickbarrow v. Mason*, 1 Sm. L. C. 756; 9th ed. 737; *Wiseman v. Vandeputt*, Tudor, L. C. Merc. 631; 3rd ed. 426; Smith, Merc. Law, 549; 10th ed. 683; Benjamin, Sales, p. 687; 4th ed. 843.

The essence of this doctrine is that during the *transitus* the goods should be in the custody of some third person, intermediate between the seller who has parted with, and the buyer who has not yet acquired, actual possession: *Schotsmans v. Lanc. & Yorks. Ry. Co.*, 2 Ch. 332, 335; *Gibson v. Carruthers*, 8 M. & W. 321, 328; and see *Exp. Gibbs*, 1 Ch. D. 101.

Accordingly it has been held that the *transitus* was not terminated by delivery to the agent of the shipowners at the port of destination: *Exp. Barrow*, 6 Ch. D. 783; nor until arrival at the port of destination named in the agreement for supplying the goods, notwithstanding an alleged interruption in the *transitus*: *Exp. Watson*, 5 Ch. Div. 35; nor by delivery on board a ship not belonging to the vendee, but chartered by him for the purpose of fetching the goods: *Berndtson v. Strang*, 3 Ch. 588; 4 Eq. 481, Form, *sup.* p. 1973; *Rodger v. Comptoir d'Escompte de Paris*, L. R. 2 P. C. 393; nor by announcement of arrival and a request by the captain of the ship for instructions: *Fraser v. Witt*, 7 Eq. 64; nor (as between vendor and vendee) by a promise, made by the chief officer of the ship to an agent for a mortgagee of the bill of lading, to deliver to him the goods when they could be got at: *Coventry v. Gladstone*, 6 Eq. 44; nor by delivery to the vendee, if he refuses to receive the goods: *Bolton v. Lanc. & Yorks. Ry. Co.*, L. R. 1 C. P. 431; nor by delivery of part of a cargo, unless that part is essential to the delivery of the whole, as in the case of a machine: *Exp. Cooper*, 11 Ch. Div. 68; and it makes no difference that the ultimate destination of the goods has not been communicated to the vendor: *Exp. Rosevear China Clay Co.*, *Re Cock*, 11 Ch. Div. 560.

But where goods had been delivered at a railway co.'s warehouse in the name of the vendee's agents, it was held that the *transitus* was ended: *Merchant Banking Co. v. Phoenix Bessemer Co.*, 5 Ch. D. 205; and so also where the goods were delivered on board a ship belonging to the vendee, though employed as a general ship: *Schotsmans v. Lanc. & Yorks. Ry. Co.*, 2 Ch. 332; or to a forwarding agent appointed by the vendee and receiving orders from him: *Kendall v. Marshall*, 11 Q. B. Div. 356; *Re Brand*, *Exp. Francis*, 56 L. T. N.S. 577; and see *Bethell v. Clark*, 20 Q. B. Div. 615; though held by a carrier as the purchaser's agent: *Lyons v. Hoffnung*, 15 App. Cas. P. C. 391; or when the goods came into the custody of a commission agent, who was purchasing for a foreign principal: *Exp. Miles*, *Re Isaacs*, 15 Q. B. Div. 39.

The right of stoppage *in transitu* is not discharged absolutely by an indorsement of the bill of lading by way of security or pledge, but remains, subject to the charge, in favour of the indorsee: *Kemp v. Falk*, 7 App. Cas. 572; *Re Westcynthus*, 5 B. & Ad. 817; *Spalding v. Ruding*, 6 Beav. 376; and the right is not lost by reason of a sub-sale by the purchaser: *Kemp v. Falk*, 7 App. Cas. 572; *Exp. Golding, Davis & Co.*, *Re Knight*, 13 Ch. Div. 628; and though the bill of lading was made out in the name of the sub-purchaser, the unpaid vendor, having given a valid notice to stop before the money had been received from the sub-purchaser, was held entitled to have the original purchase-money satisfied thereout: *Exp. Golding, Davis & Co.*, *sup.*

Where goods are shipped under a bill of lading drawn in parts, to be delivered to the consignee "or his assigns, the one of which bills being accomplished the others to stand void," the master, and the warehouseman who has the custody of the goods, under the Merchant Shipping Act, 1862, ss. 66—78, is justified in delivering to the consignee, on production of one part, although there has been a prior indorsement for value to the holder of another part, provided delivery be *bona fide* and without notice or knowledge of such prior indorsement: *Glyn, Mills & Co. v. E. & W. India Docks*, 7 App. Cas. 591.

Where the vendee insures the goods, he is entitled, notwithstanding a stoppage *in transitu*, to the moneys recovered on the policy: *Berndtson v. Strang*, 3 Ch. 588, Form, *sup.* p. 1973; and see *Latham v. Chartered Bank of India*, 17 Eq. 205, 216.

Even before the commencement of the Jud. Acts it was held that a bill in

equity would lie to enforce a right of stoppage *in transitu*: *Schotsmans v. Lanc. and Yorks. Ry. Co.*, 2 Ch. 332; and it was said that, where the goods were delivered or parted with after notice of stoppage, damages instead of an injunction might be awarded under the Act 21 & 22 V. c. 27, s. 5; *S. C.*, 1 Eq. 349.

Under an agreement to deliver goods by instalments, to be paid for in cash within fourteen days of delivery, it was held that the vendor might, on the bankruptcy of the vendee, refuse to continue deliveries until the price of former deliveries had been tendered: *Exp. Chalmers*, 8 Ch. 289.

(III.)—BURIAL FEES.

1. *Declaration as to Right to Burial Fees.*

THIS action coming on for trial &c., in the presence of counsel for the Plt and Defts, Declare that in the consecrated portion of the burial ground belonging to the burial board of the parish of West Derby, in the county of &c., within the said parish, the rector of the parish for the time being is bound by himself and his curates, or such other qualified persons as he may authorize, to perform the duties, and is entitled to have the rights and authorities incident to such duties, for the performance of religious service in the burial in such burial ground, or in the consecrated portion thereof, of the remains of parishioners or inhabitants of the parish of West Derby; And Declare that the Rector of West Derby is entitled to receive all such fees as the said burial board may themselves collect or receive in respect of such duties of the Rector of West Derby.—*Stewart v. West Derby Burial Board*, Kay, J., 15 Dec. 1886, B. 1415; 34 Ch. D. 314.

NOTES.

The Chancery Division has jurisdiction to entertain an action by a clergyman against a burial board involving the right of property in burial fees: *Stewart v. West Derby Burial Board*, *sup.*

As to the right to such fees, see Phill. Ecc. Law, 840 *et seq.*; Dale's Clergyman's Handbook, 166 *et seq.*; *Wood v. Headingley*, (1892) 1 Q. B. 713.

(IV.)—COPYHOLDS.

1. *Right of Admission to Copyholds declared.*

[The lord had originally contended that a forfeiture had been incurred, and disputed the mode in which the fine was to be assessed, and the amount of it, but conceded everything before the hearing but such amount and the costs of suit. A forfeiture had been entered on the court roll, but there had been no seizure.]

"DECLARE that the Plts (*copyholders*) are entitled, upon payment of two full fines and a quarter of one fine, to be admitted as tenants, according to the custom of the manor of &c., to the copyhold premises, to which C. in the pleadings named was admitted tenant on the — day of —, in the proportions in the pleadings mentioned; And the Deft H. (*lord*) by his counsel consenting that a full fine be taken at £—, Let upon payment to the Deft H. of £— for two such full fines and a quarter of a fine, and of all quit rents and steward's fees, the Deft H. admit the Plts, as tenants according to the custom of the said manor, to the said copyhold premises in the proportions in the

pleadings mentioned."—Deft H. to pay the co-Defts the sum of £— for their costs of action, and to the Plts their taxed costs.—*Connop v. Hodgson*, M. R., 6 July, 1871, A. 1971; *affd.* L. C. 15 Jan. 1872, A. 80.

2. Seizure of Copyholds by Lord set aside—Copyholder reinstated.

"DECLARE (by consent) that the seizure by or on the part of the Deft H., as lord of the manor of &c., of the copyhold estate and hereditaments in the pleadings mentioned held of such manor, and the attornment to him by the Deft P. (*tenant*), ought to be set aside, and that the Plt A. ought to be reinstated and readmitted as a copyholder of the said manor, and restored to the possession or receipt of the rents and profits of the said estate and hereditaments, as if no such seizure and attornment had been made; And order and adjudge the same accordingly; And Let the Deft H., by his steward, accordingly forthwith readmit the Plt A. to the said estate and hereditaments, to hold to her and her heirs according to the custom of the said manor; And Let such readmittance be made without the payment of any fine or fees, and be without prejudice to the conditional surrender of the — day of — of the said estate and hereditaments to the Plts A. and M., and the indentures of settlement dated &c., in the pleadings mentioned; And Let the Deft P. re-attorn tenant to the Plt A., and pay to her the rent which has accrued due under his lease dated &c., since &c. (*date of payment to the lord*), in respect of the premises within the manor of &c., such rent to be apportioned in Chambers in case the parties differ."—Directions as to enfranchisement.—Deft H. to pay Plt's costs of action, and of and attending the readmission and reattornment.—Liberty to apply.—*Andrews v. Hulse*, V.-C. W., 19 Feb. 1859, A. 1180; S. C., 4 K. & J. 392.

This cause was argued and decided upon demurrer, and after the demurrers had been overruled the cause was compromised, the Defts submitting to a decree in the terms of the 1st, 2nd and 3rd paragraphs of the prayer of the bill, the Plt waiving an account of rents received by the Deft H., and consenting to special directions as to enfranchisement, though these were not prayed by the bill.

As to the concurrent jurisdiction in equity to relieve against an illegal forfeiture or seizure by the lord, see *Walters v. Webb*, 9 Eq. 83, 87; *Andrews v. Hulse*, 4 K. & J. 392, Form 2, *sup.*; *Litton's Case*, Cary, 8; *Scriven*, Copyh. p. 386; 6th ed. 378; *Elton*, Copyh. p. 201; 2nd ed. 223 *et seq.*

(V.)—FORFEITURE OF LEASE.

By the Conveyancing Act, 1881 (44 & 45 V. c. 41), s. 14 (1), a right of re-entry or forfeiture under a lease for a breach of any covenant or condition is not to be enforceable by action or otherwise, unless a notice as in the Act mentioned is served by the lessor on the lessee, and the lessee fails, within a reasonable time thereafter, to remedy the breach if it is capable of remedy, and to make reasonable compensation in money to the satisfaction of the lessor for the breach.

(2) "Where a lessor is proceeding, by action or otherwise, to enforce such a right of re-entry or forfeiture, the lessee may, in the lessor's action, if any, or in any action brought by himself, apply to the Court for relief; and the Court may grant or refuse relief, as the Court, having regard to the proceedings and conduct of the parties under the foregoing provisions of this

section, and to all the other circumstances, thinks fit; and in case of relief may grant it on such terms, if any, as to costs, expenses, damages, compensation, penalty or otherwise, including the granting of an injunction to restrain any like breach in the future, as the Court, in the circumstances of each case, thinks fit."

(6) The section does not extend to a covenant or condition against the assigning, underletting, parting with the possession, or disposing of the land leased; or to a condition for forfeiture on the bankruptcy of the lessee, or on the taking in execution of the lessee's interest; or in case of a mining lease, to a covenant or condition for allowing the lessor to have access to or inspect books, accounts, records, weighing-machines or other things, or to enter or inspect the mine; and (8) it is not to affect the law relating to re-entry or forfeiture, or relief in case of non-payment of rent: see *Scott v. Matthew Brown & Co.*, 51 L. T. N.S. 746; but (9) is applicable to leases made before or after the Act, and notwithstanding any stipulation to the contrary.

By the Conveyancing Act, 1892 (55 & 56 V. c. 13), sub-sect. 6 of sect. 14 of the Act of 1881 is "to apply to a condition for forfeiture on bankruptcy of the lessee, or on taking in execution of the lessee's interest only after the expiration of one year from the date of the bankruptcy or taking in execution, and provided the lessee's interest be not sold within such one year; but in case the lessee's interest be sold within such one year, sub-sect. 6 shall cease to be applicable thereto; but this enactment is not to apply to any lease of (a) agricultural or pastoral land; (b) mines or minerals; (c) a house used or intended to be used as a public-house or beershop; (d) a house let as a dwelling-house, with the use of any furniture, books, works of art, or other chattels not being in the nature of fixtures; (e) any property with respect to which the personal qualifications of the tenant are of importance for the preservation of the value or character of the property, or on the ground of neighbourhood to the lessor, or to any person holding under him."

Section 14 of the Act of 1881 does not apply to a case where parts of the land comprised in a lease are separately underlet, and one underlessee, according to *Darlington v. Hamilton* (Kay, 550), is thus rendered liable to have his underlease determined by the lessor for breach of covenant in respect of the other part: *Cresswell v. Davidson*, 56 L. T. N.S. 811; but see now sect. 4 of the Conveyancing Act, 1892, empowering the Court to protect underlessees on forfeiture of superior leases.

An agreement for a lease was not a lease within the section, which was therefore inapplicable where there was a mere tenancy under an agreement, no actual lease being in existence, nor any title to specific performance: *Swain v. Ayres*, 21 Q. B. D. 289; and see *Foster v. Reeves*, (1892) 2 Q. B. C. A. 255; but see now sect. 5 of the Act of 1892, extending the definitions of "lease" and "underlease" to agreements for a lease or underlease where the lessee or underlessee has become entitled to have his lease or underlease granted.

And relief cannot be given under the section after the lessor has actually re-entered: *Rogers v. Rice*, (1892) 2 Ch. 170; distinguishing *N. London Land Co. v. Jacques*, 46 L. T. N.S. 659; 32 W. R. 283.

An application by a lessee under sect. 14, sub-sect. 2, must be made in an action commenced by writ, and not by originating summons: *Lock v. Pearce*, (1893) 2 Ch. 271.

"Compensation," under sub-sect. 1, does not include the cost incurred by the lessor in consulting and employing a solicitor and surveyor in respect of the preparation of the notice: *Skinners' Co. v. Knight*, (1891) 2 Q. B. C. A. 542; but under sub-sect. 2, the Court has discretion to stay the action upon payment by the Deft of the Plt's costs as between solicitor and client as well as the costs of surveys and schedules of dilapidations: *Bridge v. Quick*, 61 L. J. Q. B. 375; 67 L. T. N.S. 54.

A notice under the section may be good, though it does not require payment of compensation in money: *Lock v. Pearce*, *sup.*

Relief was granted to equitable mortgagees of a building lease, where the lessor had served an insufficient notice seeking to forfeit the lease for failure to complete buildings: *N. London Land Co. v. Jacques*, 46 L. T. N.S. 659; 32 W. R. 283.

The Court, under sub-sect. 2, has a discretion to refuse relief on the ground of want of notice: *Scott v. Matthew, Brown & Co.*, 51 L. T. N.S. 746.

Omission by inadvertence to ask the consent of the lessor to the granting of an underlease was held not a sufficient ground for relief, although no injury was done him, nor could he have had any valid objection to it if his consent had been asked: *Barrow v. Isaacs*, (1891) 1 Q. B. C. A. 417.

In an action for forfeiture under 32 Hen. 8, c. 9, s. 2, against the buyer of a right of entry, since 8 & 9 V. c. 106, s. 6, the onus is on the Plt to prove not only that the title purchased is bad, but also that the buyer knew it was "pretenced," i.e., fictitious and bad. The mere fact that the right purchased was barred by the Statute of Limitations does not render the title "pretenced": *Kennedy v. Lyell*, 15 Q. B. D. 491; *Jenkins v. Jones*, 9 Q. B. D. 129.

That a forfeiture cannot be founded on an inaccurate demand for rent, see *Jackson v. Northampton Street Tram. Co.*, 55 L. T. N.S. 91; citing *Johnson v. Lytle's Iron Agency*, 5 Ch. Div. 687.

(VI.)—CONVEYANCE OF LAND.

Where there is a conveyance of land, though described by reference to a plan and by colour and quantity, if it is bounded by a river or road, the presumption is that one-half of the bed of the river or soil of the road passes to the grantee; but the presumption may be rebutted by circumstances showing a contrary intention at the time: *Micklethwait v. Newlay Bridge Co.*, 33 Ch. Div. 133; *Leigh v. Jack*, 5 Ex. Div. 264; *Duke of Devonshire v. Pattinson*, 20 Q. B. Div. 263; but not because subsequent events show that it was disadvantageous to the grantor that such property should pass: *Micklethwait v. Newlay Bridge Co.*, *sup.*; and it applies only to existing roads, not to ground intended to be used as a road, but never dedicated to the public: *Leigh v. Jack*, *sup.*

The rule, whereby under a grant of land on the banks of a river the ownership of the soil *ad medium filum* is held to pass, applies to land of any tenure, freehold, copyhold, or leasehold: *Tilbury v. Silva*, 45 Ch. D. 98.

Although there is a *primâ facie* presumption against a licence to dig coal being exclusive, yet it may be so, and the intention to exclude the grantor need not appear by express words: *Duke of Sutherland v. Heathcote*, (1891) 3 Ch. 504; considering *Lord Mountjoy's Case* (Godb. 17; 1 Anderson, 307); *Chetham v. Williamson* (4 Ex. 469).

An appointment in fee, by deed in 1783, "saving and reserving to the appointors and their heirs full and free liberty to get and carry away the coal," was held not to operate as an exception, but as a re-grant of a licence: *Duke of Sutherland v. Heathcote*, (1891) 3 Ch. 504; (1892) 1 Ch. 475.

As to the effect of a recital in controlling the operative part of a deed, and that general words of agreement and declaration between the parties may import a covenant on the part of a person not expressly covenanting, if the act to be done is one which is to be done by him, but not otherwise, see *Re D'Estampes, D'E. v. Crowe*, 53 L. J. Ch. 1117; *Dawes v. Treadwell*, 18 Ch. Div. 354; *Exp. Dawes, Re Moon*, 17 Q. B. D. 275; *Re Earl of Durham, Earl Grey v. D.*, 57 L. T. N.S. 164.

As to the effect of general words in a conveyance, see *Roe v. Siddons*, 22 Q. B. Div. 224; and that they apply *primâ facie* only to things *eiusdem generis* with those specifically enumerated, *Crompton v. Jarratt*, 30 Ch. Div. 298 (where an advowson was, on the construction of the whole deed, held not to pass under the words "all other hereditaments situate in the parish of D."); *Willis v. Watney*, 51 L. J. Ch. 181 (where a yard delineated but not coloured on the plan passed under the general word "yards").

General words in an enfranchisement of demesne lands by a lord to a freehold tenant will not operate as a grant of rights of common previously enjoyed by a lessee: *Baring v. Abingdon*, (1892) 2 Ch. C. A. 374; distinguishing *Doidge v. Carpenter*, 6 M. & S. 47, because there the grant was to the immediate tenant.

As to the effect of an absolute conveyance to a railway co. as abandoning

a right of access previously stipulated for, see *Tebay v. M. S. & L. Rail. Co.*, 24 Ch. D. 572; and see *Melbourne Corp. v. Brougham*, 4 App. Cas. 156.

A conveyance of two pieces of "freehold" will not pass a small portion which is copyhold: *Early v. Rathbone*, W. N. (88) 64.

A conveyance by reference to a ground plan was held to pass a loft which overhung the land conveyed, and was demised by the owner together with adjoining premises: *Laybourn v. Gridley*, (1892) 2 Ch. 53.

A grant of premises, "together with the exclusive use" of a gateway, or covered passage leading from them, and passing through an adjoining house, was held to confer the use of the gateway for all lawful purposes, and not merely a right of way through it: *Reilly v. Booth*, 44 Ch. Div. 12.

A proviso, in a lease for a canal, securing to the lessors, who were co-owners of adjoining land, a right of way, was construed as a re-grant to the lessors as owners of the reversion of the land upon which the canal was made: *Lord Dynevor v. Tennant*, 33 Ch. Div. 420.

A stipulation in a grant that nothing should prejudice the grantor's right to take tolls over his bridge did not preclude the grantee from taking away his custom by erecting a new bridge: *Micklethwait v. Newlay Bridge Co.*, 33 Ch. Div. 133.

CHAPTER LII.

PATENTS AND TRADE MARKS.

SECTION I.—PATENTS.

(I.)—GRANT OF LETTERS PATENT.

1. *Order of Law Officer as to Costs.*

I CERTIFY and order that the costs of the hearing before me upon the objection of the said B. to the grant of letters patent to the said A. shall be paid by the said B. to the said A. And I certify and order that the amount of the said costs be ascertained by the Taxing Master, by hearing the said A. and the said B. thereon or their agents; Reasonable notice of the time and place of such hearing to be given to the said parties.—Dated &c. (signature).

NOTES.

GRANT OF LETTERS PATENT.

The law as to the granting of letters patent is now regulated by the Patents, Designs, and Trade Marks Act, 1883 (46 & 47 V. c. 57), as amended by the Acts of 1885 (48 & 49 V. c. 63), 1886 (49 & 50 V. c. 37), and 1888 (51 & 52 V. c. 50).

By sect. 4 of the Act of 1883, (1) any person, whether a British subject or not, may make an application for a patent, and (2) two or more persons may make a joint application, and a patent may be granted to them jointly; and (by sect. 5 of the Act of 1885) this though some or one of them only are or is the true and first inventors or inventor.

If a person possessed of an invention dies without making application for a patent, his legal represve may within six months after the decease apply for and obtain a patent: sect. 34.

A patent may be granted to an alien resident abroad for an invention communicated to him by another alien also resident abroad: *Re Wirth*, 12 Ch. Div. 303.

Procedure to obtain Grant.—As to the forms of application and declaration to be made by the applicant, and of provisional and complete specifications, one or other of which must accompany the application, see Act of 1883, s. 5 (as amended by Act of 1885, s. 2, and Act of 1886, s. 2), and Sched. I., Forms A., B., C.; and that the requirement that the complete specification must end with a distinct statement of the invention claimed is directory only, see *Siddell v. Vickers*, 15 App. Ca. 496.

The application and specification, when received by the Comptroller-General of Patents, Designs, and Trade Marks, are referred to an examiner (sect. 6 of Act of 1883), who is to report “whether the nature of the inven-

tion has been fairly described, and the application, specification, and drawings (if any) have been prepared in the prescribed manner, and the title sufficiently indicates the subject matter of the invention"; and (sect. 7, as replaced by sect. 2 of the Act of 1888) according to the report the comptroller either accepts the application, or refuses it, or requires amendment, in which latter case he may direct that the application shall bear date as from the time when the requirement is complied with.

If the comptroller refuses the application, or requires amendment, the applicant may appeal to the "law officer" (i. e., the A. G. or S. G.; see sect. 117), who, if required, shall hear the applicant and the comptroller, and may make an order determining whether, and subject to what conditions (if any), the application shall be accepted.

By sect. 38, the "law officers" may examine witnesses on oath, and administer oaths for that purpose, and make, alter, and rescind rules as to practice and procedure before them, and "order costs to be paid by either party," and any such order may be made a rule of Court.

Upon the application being accepted, notice is given to the applicant, who (sect. 8 of Act of 1883) must leave, if he has not already done so, a complete specification within nine months from the date of the application, unless extension of time is allowed (see sect. 3 of Act of 1885).

Where a complete specification is left after a provisional, both are referred to an examiner for the purpose of ascertaining "whether the complete specification has been prepared in the prescribed manner, and whether the invention particularly described in the complete specification is substantially the same as that which is described in the provisional specification." If the examiner reports that these conditions have not been complied with, the comptroller may refuse to accept the complete specification until it is amended to his satisfaction, but such refusal is subject to appeal to the law officer.

If the complete specification does not in fact describe substantially the same invention as the provisional specification, the patent is invalid: *Nuttall v. Hargreaves*, (1892) 1 Ch. (C. A.) 23; *Lane-Fox v. Kensington, &c. Lighting Co.*, (1892) 2 Ch. 66.

The acceptance of the complete specification is to be advertised (sect. 10 of Act of 1883), and the application and specifications are then open to public inspection.

By the acceptance of the application the applicant becomes entitled, under sect. 14, to "provisional protection," i. e., the invention may, during the period between the date of the application and the date of sealing the patent, be used and published without prejudice to the patent to be granted. Exhibitors at certain industrial or international exhibitions, at home and abroad, have certain further privileges conferred upon them: see sect. 39 of Act of 1883, and sect. 3 of Act of 1886.

By acceptance of the complete specification the applicant acquires, until the actual sealing, or until the time for sealing expires, the like rights and privileges as if a patent for the invention had been sealed on the date of the acceptance of the complete specification, but is not entitled to institute any proceeding for infringement until a patent has been granted to him: sect. 15.

Notice of opposition to the granting of the patent may, under sect. 11 of the Act of 1883, as amended by sect. 4 of the Act of 1888, be given by any person at any time within two months from advertisement of acceptance of complete specification—(a) on the ground of the applicant having obtained the invention from the opponent, or from a person of whom he is the legal representative; or (b) on the ground that the invention has been patented in this country on an application of prior date; or (c) on the ground that the complete specification describes or claims an invention other than that described in the provisional specification, and that such other invention forms the subject of an application made by the opponent in the interval between the leaving of the provisional specification and the leaving of the complete specification. The case is decided on by the comptroller, subject to appeal to the law officer, who (with the assistance of an expert, if thought fit) hears the applicant and the opponent, if in his opinion entitled to be heard, and determines whether the grant ought or ought not to be made.

As to the duty of the law officer, under the former practice, to decide between rival claims, see *Exp. Henry*, 8 Ch. 167.

Sealing.—If there is no opposition, or in case of opposition if the determination is in favour of the grant of a patent, the comptroller causes a patent to be sealed with the seal of the Patent Office, and such patent has the same effect as if it were under the Great Seal: sect. 12 of Act of 1883. Fifteen months from the date of the application is the time limited for sealing, subject to exceptions where the sealing is delayed by an appeal or opposition, and the law officer directs a later time for sealing, or an extension of time is allowed under sect. 3 of the Act of 1885. And if the applicant dies during the fifteen months, the patent may be granted to his legal represve, and sealed at any time within twelve months after his death.

The patent is (sect. 13) to be dated and sealed as of the day of the application; but no proceedings are to be taken in respect of an infringement committed before the publication of the complete specification, and in case of more than one application for a patent for the same invention, the sealing of a patent on one of those applications is not to prevent the sealing of a patent on an earlier application.

For a case in which, previously to the Act, the L. C. allowed two patents for a similar invention to be sealed and dated on the day on which both inventors independently made application, see *Re Dering's Patent*, 13 Ch. Div. 393 (questioning *Exp. Bates and Redgate*, 4 Ch. 577).

By sect. 16 of the Act of 1883, every patent when sealed is to have effect throughout the United Kingdom and the Isle of Man; and by sect. 17, the term limited for its duration is to be fourteen years from its date, but liable to be determined earlier in case the patentee fails to make the prescribed payments within the prescribed times. As to such payments, see Patent Rules, 1892 (second set).

By sect. 37, if a patent is lost or destroyed, or its non-production is accounted for to the satisfaction of the comptroller, he may at any time cause a duplicate to be sealed.

By sect. 33, the patent (the form of which is given in Sched. I.) is to be granted for one invention only, but may contain more than one claim; but it shall not be competent for any person in an action or other proceeding to take objection to a patent on the ground that it comprises more than one invention.

By sect. 27 (1), "A patent shall have to all intents the like effect as against her Majesty the Queen, her heirs and successors, as it has against a subject;" but the officers or authorities administering any department of the service of the Crown may use the invention for the services of the Crown on terms to be agreed with the patentee, with the approval of the Treasury, or in default of agreement to be settled by the Treasury after hearing all parties.

By sect. 43, provision is made as to the use of inventions for the purpose of navigation of foreign vessels; and by sect. 44, for the assignment of certain inventions to the Secretary of State for War.

FORMER PRACTICE.

Under the former practice, on the report of the law officer that the invention was identical with part of an invention which was the subject of an existing patent, a second patent would not, except under special circumstances, be granted, although the validity of the first was disputed: *Exp. Manceaux*, 6 Ch. 272. The final specification was publication, and the omission therefrom of anything which had been included in the provisional specification was notice of abandonment; and accordingly an invention sketched out in the provisional but omitted from the final specification might be patented by another without being void for want of novelty: *Stoner v. Todd*, 4 Ch. D. 58.

On petition to the L. C. for sealing, the opponent was not entitled to raise any new legal argument on facts within his knowledge when before the A. G., nor to introduce any evidence he might then have used: *Exp. Sheffield*, 8 Ch. 237; nor to raise a mere point of procedure, e. g., an objection to the form of a jurat: *Re Wirth's Patent*, 12 Ch. D. 303.

Witnesses might be examined orally on the hearing of the petition for sealing: *Re Gething*, 9 Ch. 633.

But for the purposes of 15 & 16 V. c. 83, s. 25—providing that where

letters patent were granted in this country for a foreign invention, and a foreign patent obtained before the date of the English patent, the English patent should expire on the determination of the foreign patent—an English patent was to be taken as granted at the day of the date which it bore, and not at the time of sealing: *Holste v. Robertson*, 4 Ch. Div. 9.

And in the case of rival patents for the same invention, the patents took effect from the days on which they were respectively applied for, not from the day of actually sealing: *Saxby v. Hennett*, L. R. 8 Ex. 210.

Affidavits in opposition, which were not filed until the morning of the day fixed, with due notice, for the hearing of the petition for sealing, were rejected, and the patent was sealed: *M'Kean's Patent*, 1 D. F. & J. 2.

The Great Seal was affixed to a patent to enable the case of alleged prior user (which was challenged on the ground of fraud) to be tried by a jury: *Vincent's Patent*, 2 Ch. 341.

And generally, as a refusal to seal a patent would be irremediable, a disputed patent, unless clearly bad, was sealed without reference back to the law officer, leaving it open to be contested: *Russell's Patent*, 2 D. & J. 130; *Spence's Patent*, 3 D. & J. 523; *Simpson and Isaac's Patent*, 1 W. R. 259.

Where sealing had been delayed by objections subsequently withdrawn, the objector might be ordered to pay the costs: *Ashenhurst's Patent*, *Id.* 3; *Re Somerset and Walker's Patent*, 13 Ch. D. 397; 28 W. R. 709.

AMENDMENT OF SPECIFICATION.

By sect. 18 of the Act of 1883, "(1) An applicant or a patentee may from time to time, by request in writing left at the Patent Office, seek leave to amend his specification, including drawings forming part thereof, by way of disclaimer, correction, or explanation, stating the nature of such amendment and his reasons for the same." The request and nature of amendment are advertised, and one month for advertisement is allowed for opposition, which is heard and decided upon by the comptroller, subject to appeal to the law officer, to whom an appeal is also given in case the leave to amend is refused. (8) "No amendment shall be allowed that would make the specification, as amended, claim an invention substantially larger than, or substantially different from, the invention claimed by the specification as it stood before the amendment." (9) The leave to amend is (except in case of fraud) conclusive as to the right to make the amendment, which is in all Courts and for all purposes to be deemed to form part of the specification; but (10) the section is not applicable when and so long as any action for infringement or proceeding for revocation of a patent (see sect. 5 of the Act of 1888) is pending.

The above section does not affect the jurisdiction of the Master of the Rolls to allow an amendment in a specification which has been filed under sects. 27, 28 of 15 & 16 V. c. 83, or has otherwise become a record. So long as it is in the Patent Office, and before the patent is sealed, anyone applying for amendment must proceed under sect. 18 of the Act of 1883: *Re Gare*, 26 Ch. D. 105.

The Court will not in general go behind an amendment allowed by the comptroller: *Farbenfabriken vorm Bayer & Co. v. Bower*, 8 R. P. C. 389.

As to the effect of sub-sect. 8, see *Kelly v. Heathman*, 45 Ch. D. 256, where the patent, in an action for infringement, was upheld as valid notwithstanding a material amendment.

If the completed specification, as amended, does not describe the same invention as the provisional specification, the patent is invalid: *Lane-Fox v. Kensington, &c. Lighting Co.*, (1892) 2 Ch. 66.

An action for infringement after judgment is not pending within the provisions of sub-sect. 10: *Cropper v. Smith*, 28 Ch. D. 148.

The specification is to be treated as amended on the day when leave to amend (though conditional) is given, if nothing then remains to be done by the applicant; and the pendency of an action for infringement, subsequently commenced, is not, within sub-sect. 10, an impediment to the actual completion of the amendment: *Andrew v. Crossley, C. v. A.*, (1892) 1 Ch. C. A. 492.

For the provisions of s. 19, as to disclaimer pending action for infringe-

ment and cases thereunder, *v. sup.* Vol. I., p. 564, and for the provisions of s. 20 restricting the recovery of damages, *Ib.* p. 569.

By s. 21, every amendment of a specification shall be advertised in the prescribed manner. As to the mode of advertisement see Patent Rules, 1890, rr. 52, 59; Frost's Patent Law, p. 616; Edmunds, pp. 578, 579.

LICENCES.

By s. 22, "if, on the petition of any person interested, it is proved to the Board of Trade that by reason of the default of a patentee to grant licences on reasonable terms—

- (a) The patent is not being worked in the United Kingdom; or
- (b) The reasonable requirements of the public with respect to the invention cannot be supplied; or
- (c) Any person is prevented from working or using to the best advantage an invention of which he is possessed,

the Board may order the patentee to grant licences on such terms as to the amount of royalties, security for payment, or otherwise, as the Board, having regard to the nature of the invention and the circumstances of the case, may deem just, and any such order may be enforced by mandamus."

As to registration of licences under s. 23, *v. inf.* p. 2000; and *semble*, that such registration is not notice to all the world, see *Heap v. Hartley*, 42 Ch. Div. 461.

An exclusive licence to use a patent within a specified district, not being equivalent to a grant of the whole letters patent, does not entitle the licensee to sue in his own name without joining the patentee: *Heap v. Hartley, sup.*; *q. v.* as to the difference between a licence (which is merely an authority to do lawfully that which would otherwise be unlawful) and a grant.

A licence to manufacture under a foreign patent does not imply permission to sell the manufactured articles in England, in violation of the licensor's English patent: *Société Anonyme, &c. v. Tilghman's Patent Sand Blast Co.*, 25 Ch. Div. 1.

ASSIGNMENT.

By sect. 36, a patentee may assign his patent for any place in, or part of, the United Kingdom, or Isle of Man, as effectually as if the patent were originally granted to extend to that place or part only.

As to the registration of assignments, *v. inf.* p. 2000.

An assignment of a patent does not imply a covenant to keep up the patent: *Re Railway and Electric Appliances Co.*, 38 Ch. D. 597.

CO-OWNERSHIP.

As to the right of one co-owner of a patent to work it for his own benefit, and that such right is not affected by the fact that he is also mortgagee of the other moiety, see *Steers v. Rogers*, (1892) 2 Ch. C. A. 13; (H. L.) W. N. (93) 76.

(II.)—EXTENSION OF TERM OF PATENT.

1. Order in Council for Prolongation of Patent.

At the Court at Windsor Castle, the 28th day of November, 1874. Present, THE QUEEN'S MOST EXCELLENT MAJESTY, LORD PRESIDENT, EARL OF DERBY, MR. SECRETARY CROSS.

WHEREAS there was this day read at the Board a Report from the Judicial Committee of the P. C., dated &c., in the words following, viz.:
 "Your Majesty having been pleased by your Order in Council of the —

day of —, to refer unto this Committee the humble petition of &c., setting forth &c., The Lords of the Committee, in obedience to your Majesty's said order of reference, have taken the said petition into consideration, and having heard the Petrs &c., their Lordships do this day agree humbly to report to your Majesty, &c." Her Majesty having taken the said report into consideration, was pleased, by and with the advice of her P. C., to approve thereof, and to order, as it is hereby ordered, that the Rt. Hon. the Lord Chancellor, upon receipt hereof, do cause new letters patent, according to the tenor and effect of this order, to be made and sealed &c., provided that application be made to seal such new letters patent within three calendar months from the date of this order; whereof the Rt. Hon. the Lord Chancellor, and all other persons whom it may concern, are to take notice and govern themselves accordingly.

[Signature of Clerk to P. C.]

NOTES.

By 15 & 16 V. c. 83, s. 40, all the provisions of 5 & 6 W. 4, c. 83, 2 & 3 V. c. 67, and 7 & 8 V. c. 69, as to confirmation and prolongation, and the grant of new letters patent, were applied to patents under the principal Act.

The Patents, Designs, and Trade Marks Act, 1883 (46 & 47 V. c. 57), repealing 15 & 16 V. c. 83, now provides, by sect. 25:—

(1) A patentee may, after advertising in manner directed by any rules made under this section his intention to do so, present a petition to her Majesty in Council, praying that his patent may be extended for a further term; but such petition must be presented at least six months before the time limited for the expiration of the patent.

(2) Any person may enter a caveat, addressed to the Registrar of the Council at the Council Office, against the extension.

(3) If her Majesty shall be pleased to refer any such petition to the Judicial Committee of the Privy Council, the said committee shall proceed to consider the same, and the petitioner and any person who has entered a caveat shall be entitled to be heard by himself or by counsel on the petition.

(4) The Judicial Committee shall, in considering their decision, have regard to the nature and merits of the invention in relation to the public, to the profits made by the patentee as such, and to all the circumstances of the case.

(5) If the Judicial Committee report that the patentee has been inadequately remunerated by his patent, it shall be lawful for her Majesty in Council to extend the term of the patent for a further term not exceeding seven, or in exceptional cases fourteen, years; or to order the grant of a new patent for the term therein mentioned, and containing any restrictions, conditions and provisions that the Judicial Committee may think fit.

(6) It shall be lawful for her Majesty in Council to make, from time to time, rules of procedure and practice for regulating proceedings on such petitions, and subject thereto such proceedings shall be regulated according to the existing procedure and practice in patent matters of the Judicial Committee.

(7) The costs of all parties of and incident to such proceeding shall be in the discretion of the Judicial Committee; and the orders of the committee respecting costs shall be enforceable as if they were orders of a division of the High Court of Justice.

By sect. 28, the Judicial Committee may, if they think fit, call in the aid of an assessor.

The section does not alter the rules adopted by the Judicial Committee: *Re Newton's Patents*, 9 App. Cas. 592; nor affect any patent granted before the Act, nor any right or privilege which accrued to the patentee before or at the commencement of the Act, including the privilege of applying for

a renewal: *Re Brandon's Patent, Exp. Doty*, 9 App. Cas. 589; so that a petition presented less than six months before the expiration of the patent may be entertained: *S. C.*

For the forms relating to applications to the Privy Council for confirmation or prolongation of letters patent, see Norman, Appendix, 228—231; Frost, 696 *et seq.*

For forms of assignments and licences, Norman, Appendix, 232—234; Frost, 666, 668.

For order prolonging two cognate patents on proof of the merit of the invention, and of insufficient remuneration, see *Re Johnson*, L. R. 5 P. C. 87.

Everything relating to the patent must be fairly and fully stated upon the petition for prolongation of a patent: *Johnson's Patent*, L. R. 4 P. C. 75; *Pitman's Patent*, *Id.* 84; *Trotman's Patent*, L. R. 1 P. C. 118; *Hill's Patent*, 1 Moo. P. C. N.S. 258.

Clear, precise, and satisfactory accounts, so as to leave no doubt as to the remuneration received from the patent, must be produced; otherwise the application may be dismissed without considering the merits of the invention: *Suzby's Patent*, L. R. 3 P. C. 292; *Clark's Patent*, *Id.* 421; *Wield's Patent*, L. R. 4 P. C. 89; *Lake's Patent*, 8 Rep. Pat. Cas. 227; *Thomas's Patent*, 9 Rep. Pat. Cas. 367; and r. 9 not having been complied with, a postponement to amend the accounts was refused: *Re Yates and Kollett's Patent*, 12 App. Cas. 147.

And the accounts must comprise the profits received by the patentee under foreign patents in respect of his invention: *Re Newton's Patents*, 9 App. Cas. 592; and particulars of such patents must also be stated: *Re Adair's Patent*, 6 App. Cas. 176.

And in the absence of accounts everything must be taken most strongly against the petitioners: *Re Laurence's Patent*, 9 Rep. Pat. Cas. 85.

If the statement of accounts is *prima facie* satisfactory, the merits of the invention may be proved before going into the accounts: *Houghton's Patent*, L. R. 3 P. C. 461.

For a case in which strict accuracy of proof was not required, there being clearly a heavy loss, see *Darby's Patent*, 8 Rep. Pat. Cas. 380.

Upon the question of adequate remuneration, and the way in which the profits will be estimated, and what deductions allowed, see *Carr's Patent*, L. R. 4 P. C. 539; *Poole's Patent*, L. R. 1 P. C. 514; *Betts' Patent*; *Hill's Patent*, 1 Moo. P. C. N.S. 49, 258; *Kay's Patent*, 1 Web. P. C. 572.

In applications for prolongation of a patent, the presumption against its utility arising from non-user may be rebutted by strong evidence, or admission by the Crown officers of the practical utility of the invention: *Hughes' Patent*, 48 L. J. P. C. 21; 4 App. Cas. 174; *Southby's Patent*, 8 Rep. Pat. Cas. 433; it is enough to state the grounds without (as in an action to try the validity of the patent) the particulars of objections to the application: *Ball's Patent*, 4 App. Cas. 171; *Fountain Live's Patent*, 9 Rep. Pat. Cas. 232.

Prolongation may be granted, limiting the use to certain purposes: *Re Napier's Patent*, 6 App. Cas. 174; or with a condition that the government, and all contractors employed by the government, shall be at liberty to use the invention: *Re Hughes' Patent*, 4 App. Cas. 174.

The power to extend an English, after the expiration of a foreign, patent, doubted in *Normand's Patent*, 6 Moo. P. C. N.S. 477, was distinctly affirmed in *Johnson's Patent* and *Blake's Patent*, L. R. 4 P. C. 75, 537; and when a foreign patent has been allowed to expire, the Jud. Com., on grounds of general policy, will not recommend the prolongation of an English patent for the same invention: *Winan's Patent*, L. R. 4 P. C. 93; *Blake's Patent*, *sup.*; and see *Betts' Patent*, 1 Moo. P. C. N.S. 49.

Sect. 113 of the Patents, &c. Act, 1883, only preserves the right to prolongation subject to existing qualifications, *e.g.*, the provision of sect. 25 of the Patent Law Amendment Act, 1852, that where a previous patent has been taken out in a foreign country the English patent shall expire with it: *Jablochkoff's Patent*, 8 Rep. App. Cas. 281.

(III.)—REVOCATION OF PATENT.

1. *Order Nisi as to the Hearing of a Petition for Revocation of Patent.*

UPON the petition of A. B. for the revocation of the letters patent, Nod. &c., and upon hearing counsel for the Petr, Let the hearing of this petition take place as the hearing of an action with witnesses, and be set down in the list accordingly, unless the Respondent C. D. shall on or before &c. show cause to the contrary; And notice of this order is to be given to the Respondent on or before &c.—*Re Drummond's Patent*, North, J., 9th Nov. 1889, A. 1451; S. C., 43 Ch. D. 80.

2. *Trial by Jury at Assizes of Petition for Revocation of Patent.*

UPON motion &c. by counsel for A. B., the Petr named in the petition preferred unto this Court on &c., and upon hearing C. D., the Respondent to the said petition in person; And this Court being of opinion that by reason of the residence at Birmingham of the Petr and his principal witnesses, and of the respondent, and of the machinery referred to in the said petition also being at Birmingham, it is expedient that the following question of fact arising in this matter should be tried by a Judge without a jury, at the next assizes to be holden at Birmingham, in and for the county of Warwick, that is to say, Whether the above-named X.'s Patent, A.D. 1887, 18 July, No. 10,051, should be revoked and declared to be and always to have been void and of no effect.—Let such question be accordingly so tried.—*Re Edmond's Patent*, North, J., 1st Dec. 1888, A. 1760; W. N. (88) p. 34.

3. *Revocation of Letters Patent—46 & 47 V. c. 57, s. 26 (2).*

UPON the petition of M., on &c., preferred unto this Court, and upon hearing counsel for the Petr and for H., and upon reading the said petition, the letters patent, No. 3,096, of the year 18—, an order &c., Let the letters patent granted to H., and being No. 3,096 of the year 18—, be revoked.—Respondent to pay the costs.

For order by L. C. on petition in Petty Bag cancelling patent and enrolment after judgment in *sci. fa.* under the old practice, see *Queen v. E. Archipelago Co.*, 4 D. M. & G. 199; the clerk of the Petty Bag drew up the order: S. C.

4. *Another Form.*

UPON the petition &c., Let the letters patent under the seal of the Patent Office numbered &c., and dated the — of —, granted to the said G. in respect of an invention for an improved tube stopper for making tight and secure joints in leaky or burst tubes of marine

or other boilers or like purposes, be and the same is hereby revoked.
—*Re Gales*, Chitty, J., 29 July, 1891, A. 1389; S. C., 8 Rep. Pat. Cas. 438.

In this case two persons made a joint application (which lapsed), and one of them subsequently applied alone for and obtained a patent for the same invention. On the petition of the other of the two joint applicants the patent was revoked on the ground that it was fraudulently applied for, and that the petitioner was the first and true inventor.

NOTES.

By the Patents, &c. Act, 1883, s. 26 :—“(1.) The proceeding by *scire facias* to repeal a patent is hereby abolished.

(2.) Revocation of a patent may be obtained by petition to the Court.

(3.) Every ground on which a petition might, at the commencement of this Act, be repealed by *scire facias* shall be available by way of defence to an action of infringement, and shall also be a ground of revocation.

(4.) A petition for revocation of a patent may be presented by—

(a) The A. G. in England or Ireland, or the Lord Advocate in Scotland;

(b) Any person authorized by the A. G. in England or Ireland, or the Lord Advocate in Scotland;

(c) Any person alleging that the patent was obtained in fraud of his rights, or of the rights of any person under or through whom he claims;

(d) Any person alleging that he, or any person under or through whom he claims, was the true inventor of any invention included in the claim of the patentee;

(e) Any person alleging that he, or any person under or through whom he claims an interest in any trade, business, or manufacture, had publicly manufactured, used or sold, within this realm, before the date of the patent, anything claimed by the patentee as his invention.

(5.) The plaintiff must deliver with his petition particulars of the objections on which he means to rely, and no evidence shall, except by leave of the Court or a Judge, be admitted in proof of any objection of which particulars are not so delivered.

(6.) Particulars delivered may be from time to time amended by leave of the Court or a Judge.

(7.) The defendant shall be entitled to begin, and give evidence in support of the patent, and if the Plt gives evidence impeaching the validity of the patent, the Deft shall be entitled to reply.

(8.) Where a patent has been revoked on the ground of fraud, the comptroller may, on the application of the true inventor, made in accordance with the provisions of this Act, grant to him a patent in lieu of and bearing the same date as the date of revocation of the patent so revoked, but the patent so granted shall cease on the expiration of the term for which the revoked patent was granted.”

By sect. 28, sub-sect. 1, “in any action or proceeding for infringement or revocation of a patent, the Court may, if it thinks fit, and shall, on the request of either of the parties to the proceeding, call in the aid of an assessor specially qualified, and try and hear the case wholly or partially with his assistance.”

By sect. 44, sub-sect. 9, “no proceeding by petition or otherwise shall lie for revocation of a patent granted for an invention in relation to which the Secretary of State for War has certified that in the interest of the public service the invention should be kept secret.”

By sect. 18, sub-sect. 10 (as amended by sect. 85 of the Act of 1888, in accordance with *Cropper v. Smith*, 28 Ch. D. 148), there can be no amendment of specification while proceedings for revocation of a patent are pending.

As to the former practice by *scire facias*, see *Frost*, Chap. X., 341 *et seq.*; *Edmunds*, 355 *et seq.*; *Hindmarch*, 376 *et seq.*

Under the new practice the respondents are entitled, if they so desire, to

have the petition (which is equivalent to an action) tried with *vivâ voce* evidence: *Re Gaulard and Gibbs*, 34 Ch. D. 396; and the Court has ordered the petition to be tried at the assizes by a Judge without a jury: *Re Edmond's Patent*, W. N. (88) 234; Form 2, *sup.* p. 1987.

Where the sole respondent being out of the jurisdiction could not be served with the petition (*v. sup.* Vol. I., p. 20), but ample notice had been given to him, the Court made an order that unless he should on or before a specified day appear and show cause to the contrary (in which case it would be open to him to dispute the jurisdiction) the petition should be tried with *vivâ voce* evidence, and set down in the list of witness actions: *Re Drummond's Patent*, 43 Ch. D. 80; Form 1, *sup.* p. 1987.

By sub-sect. 3 of sect. 26, breach of the condition of conformity between the provisional and complete specification is preserved as a ground for revocation: *Vickers v. Siddell*, 15 App. Ca. 496.

Sub-sect. 4 (c) applies only to cases of fraud, and not to mistake, though such as deprives the inventor of his patent rights: *Re Avery*, 36 Ch. Div. 307.

Statements of alleged instances of prior user and prior publication are not valid grounds of objection under sub-sect. 5: *Re Morgan*, 58 L. T. N.S. 713; W. N. (88) 34.

Where the jury in an action for infringement found that a patent was obtained by conspiracy and false representation, an order for revocation was made: *Edge v. Harrison*, 8 Rep. Pat. Cas. 74.

SECTION II.—TRADE MARKS.

1. Trade Mark to be Registered—Sect. 62 (5).

DECLARE that, notwithstanding that the exhibits of the appellants numbered — have been placed by the committee under the Trade Marks Rule No. 52, in the second class of cotton marks [i.e., marks not, in the opinion of the Committee, trade marks within the meaning of the Act], the Registrar (Comptroller) of Trade Marks ought to proceed with the application of the appellants to register as trade marks the distinctive devices of animals on the said labels with the name and address of the appellants' firm.—*Orr-Ewing v. Registrar of Trade Marks*, 4 App. Cas. 479 (reversing 8 Ch. Div. 794).

2. Trade Marks Expunged—Sect. 90 (1).

UPON motion &c., Let the Register of Trade Marks be rectified by expunging therefrom trade marks Nos. — and —; And Let the Plts (names) pay to the Defts (names) their costs of this motion to be taxed by the Taxing Master; And Let notice of this order be given to the Comptroller-General of Patents, Designs, and Trade Marks by serving a copy of this order upon the said comptroller, or by leaving the same with a clerk at the office of the said comptroller, and at the same time producing this order passed and entered.—*Richards v. Butcher, Kay, J.*, 12 Nov. 1890, B. 1423 (affirmed (C. A.) 1 May, 1891, B. 573; *S. C.*, (1891) 2 Ch. 522).

In this case the comptroller, although served with notice of the motion, was not represented in Court.

3. *The Like.*

UPON motion &c., Let the Register of Trade Marks be rectified by removing therefrom the trade mark No. —; And Let notice of this order be given to the comptroller.—*Re Wragg*, Pearson, J., 16 Feb. 1885, B. 174; *S. C.*, 29 Ch. D. 551.

4. *Register Varied—Sect. 90.*

UPON motion &c., Let the Register of Trade Marks, with reference to trade mark No. —, be varied by adding a note that the applicant is not at any time hereafter to use the same trade mark No. — upon or in connection with goods comprised in classes 5 &c., except upon such goods actually exported to the Australian Colonies, New Zealand, and the Cape of Good Hope, and shall not use the said mark upon or in connection with such goods in any other countries or places where-soever.—*Re Keep*, Pearson, J., 26 Jan. 1884, A. 80; *S. C.*, 26 Ch. D. 187.

5. *Register Rectified and Varied—Sect. 90.*

THIS action coming on for trial &c., Let the Register of Trade Marks be rectified by removing therefrom the trade mark No. &c.; And Let the Register of Trade Marks be rectified by adding a note to the registration of mark No. &c., that so much thereof as consists of two circles is common to the trade; Let notice of order be served upon the Comptroller General of Patents, &c.—*Baker & Son v. Rawson Brothers*, North, J., 5th Aug. 1890, A. 1351; *S. C.*, 45 Ch. D. 519.

6. *A Common Mark publici juris Expunged—Sect. 69 (4).*

UPON motion &c., Let the entry of the above-mentioned trade mark be expunged from the Register of Trade Marks on the ground that it has been entered therein without sufficient cause, being a mark calculated to deceive, and being at the time of registration, and continuing to be, a common mark *publici juris*.—Costs.—*Re Lloyd's Trade Mark*, Chitty, J., 11 Aug. 1884, B. 1224; *S. C.*, 27 Ch. D. 646.

7. *Note added to Register disclaiming Exclusive Use of a Word.*

LET the entry of trade mark No. — in the Register of Trade Marks be varied by adding a note that the registered proprietor of the said trade mark is not entitled to the exclusive use of the word "Herbalin."—*Humphries v. The Taylor Drug Co.*, Kekewich, J., 5 Nov. 1888, A. 1637; *S. C.*, 59 L. T. N.S. 820.

8. *Note added to Register showing Agreement as to Use of a Word.*

LET the Register of Trade Marks be rectified, as regards the trade mark No. —, by adding thereto a note that the said H. has agreed not to use the words "Cruiskeen Lawn," part of the said mark, save

and except in the counties and districts following, that is to say (*names of counties and districts*), and be rectified, as regards trade mark No. —, by adding thereto a note that the said M. & Co. have agreed not to use the words "Cruiskeen Lawn," part of the last-mentioned mark in any of the counties or districts following, that is to say (*names of counties and districts*).—Respondent to pay costs of applicant and of comptroller.—*Re Mitchell & Co.*, Chitty, J., 20 Feb. 1885, B. 364; S. C., 28 Ch. D. 666.

9. Comptroller to Register Trade Mark with Disclaimer.

UPON motion &c. by counsel for A. B., and upon hearing counsel for C. D., and for the Comptroller-General of Patents, Designs and Trade Marks, Let the said Comptroller-General proceed with the registration of the trade mark No. 92144, but with a disclaiming clause as follows, "not including ink, &c."—*Re Kenrick's Trade Mark*, Chitty, J., 14 March, 1890, A. 326.

NOTES.

TRADE MARKS ACTS.

The title to and registration of trade marks is now regulated by the Patents, Designs, and Trade Marks Act, 1883 (46 & 47 V. c. 57), as amended by the Patents, Designs, and Trade Marks Act, 1888 (51 & 52 V. c. 50).

APPLICATION FOR REGISTRATION OF TRADE MARK.

The mode and form of application are provided by the Act of 1883, s. 62 (as amended by sect. 8 of the Act of 1888), and schedule and Patent Rules, 1890, r. 6, Sched. II., Forms A, A1, A2. The application is, in the first instance, made to the comptroller, but any refusal by him to register a trade mark is subject to appeal to the Board of Trade, who may, however (sub.-s. 5), if it appear expedient, refer the appeal to the Court (*i. e.*, see sect. 117 of the Act of 1883, her Majesty's High Court of Justice), and in that event the Court "shall have jurisdiction to hear and determine the appeal," and may make an order determining whether, and subject to what conditions, if any, registration is to be permitted. There is no appeal direct to the Court: *Re Trade Mark Normal*, 35 Ch. Div. 231.

Where the applicant for registration (otherwise than under an international convention) is out of the United Kingdom at the time of making the application, he is to give the comptroller an address for service in the United Kingdom: Act of 1888, s. 8 (2).

Whether, in order to entitle a person to have a trade mark registered, he must be carrying on, or intending to carry on, business in England, *quære*: *Re Riviere*, 26 Ch. Div. 48.

One of two joint adventurers will not be permitted to register their trade mark in his sole name: *Re Jones*, 53 L. T. N.S. 1.

By sect. 63 (as amended by sect. 9 of the Act of 1888), where registration of a trade mark has not been or shall not be completed within twelve months from the date of the application by reason of default on the part of the applicant, after certain notices given by the comptroller to the agent of the applicant and to the applicant himself, the application is to be deemed to be abandoned.

As to the retrospective effect of the section, and as to what constitutes "default" within it, see *Jackson & Co. v. Napper*, *Re Schmidt*, 35 Ch. D. 162.

As to the effect of the section as regards applications pending at the passing of the Act, see *Re Hayward*, 54 L. J. Ch. 1003.

TRADE MARK CAPABLE OF REGISTRATION.

Act of 1883—Essential Particulars.—By sect. 64, sub-sect. 1 of the Act of 1883, for which sect. 10 of the Act of 51 & 52 V. c. 50 is now substituted (but which latter is not retrospective), it was enacted that, for the purposes of that Act, “a trade mark shall consist of or contain at least one of the following essential particulars :—

- “(a) A name of an individual or firm printed, impressed, or woven in some particular and distinctive manner; or
- “(b) A written signature or copy of a written signature of the individual or firm applying for registration thereof as a trade mark; or
- “(c) A distinctive device, mark, brand, heading, label, ticket or fancy word or words not in common use.”

By sub-sect. 2, it was enacted that “there may be added to any one or more of these particulars any letters, words, or figures, or combination of letters, words or figures, or of any of them.”

By sub-sect. 3, it was provided that “any special and distinctive word or words, letter, figure, or combination of letters or figures, or of letters and figures used as a trade mark before the 13th day of August, 1875, may be registered as a trade mark under this part of this Act.”

A trade mark need not be actually affixed to the article; it is sufficient if it is on the cover or wrapper in which the article is sold: *Jay v. Sadler*, 40 Ch. D. 649; but a man has no right to affix a trade mark to an article not manufactured by himself except for the purpose of showing that he selected, examined, or certifies it: *Hirsch v. Jonas*, 3 Ch. D. 584; and a name by which the customers of a firm inquire for goods, but which is not stamped on the goods themselves, is not a trade mark: *Re Hayward & Co.*, 54 L. J. Ch. 1003.

A trade mark must at the date of registration distinguish the goods of the trader from all others: *Re Apollinaris Co.*, (1891) 2 Ch. C. A. 186.

As to the meaning of the expression “essential particular,” see *Re Gianacchi*, 58 L. J. Ch. 782; as to the word “brand,” *Pirie v. Goodall*, 61 L. J. Ch. 79; W. N. (91) 99.

On an application for registration it must be shown that the mark contains an essential particular, which has been claimed in the application: *Re Bryant and May*, 59 L. J. Ch. 763; 63 L. T. N.S. 676.

An exhibition prize medal is not a “distinctive device” within clause (c), though no other similar medal was granted for the same class of goods at the exhibition: *Re Bryant and May*, 59 L. J. Ch. 763; 63 L. T. N.S. 676.

A photograph of the inventor of an article placed on the article sold is not *per se* a distinctive device capable of registration: *Re Anderson*, 26 Ch. D. 409; S. C., 54 L. J. Ch. 1084.

“*Fancy Word.*”—In order to constitute a word a “fancy” word, it must be obviously not intended to be descriptive of the article sold; the mere fanciful or abnormal use of a word which is not in itself obviously non-descriptive (e.g., “Melrose” Favourite Hair Restorer, “Electric” Velvetten), will not make it a fancy word so as to be capable of registration: *Re Van Duzer*; *Re Leaf, Son & Co.*, 34 Ch. Div. 623 (questioning *Re Trade Mark “Alpine,”* 29 Ch. D. 877); *Waterman v. Ayres*, 39 Ch. Div. 29 (game of “reversi”); *Tougood v. Pirie*, 56 L. T. N.S. 394; 35 W. R. 729 (“Jubilee” paper); *Re Leonard and Ellis*, 26 Ch. Div. 288 (“Valvoline” applied to lubricating oil); *Re Trade Mark Sanitas*, 58 L. T. N.S. 166 (“Sanitas” applied to a disinfecting fluid); *Re Price’s Patent Candle Co.*, 27 Ch. D. 681 (“National Sperm” applied to candles); *Humphries v. Taylor Drug Co.*, 59 L. T. N.S. 820; W. N. (88) 214 (“Herbalin” for herb beer); *Re Vignier*, 61 L. T. N.S. 495 (“Monobrut” for champagne, “brut” being French for a dry or raw wine); *Re Hunnay*, 7 Rep. Pat. Cas. 46 (“electroid anti-fouling composition”); *Hodgson v. Sinclair*, 9 Rep. Pat. Cas. 22 (“Britannia” applied to soap); *Re Harris*, 9 Rep. Pat. Cas. 492 (the “Beatrice” shoe).

“Red, white, and blue” are not “fancy words not in common use”: *Re Hanson*, 37 Ch. D. 112; nor names of well-known mineral water springs, e.g., “Apollinaris,” “Hunyadi Janos,” “Freidrichshall,” applied to the waters of the springs or the products of those waters: *Re Apollinaris Co.*, (1891) 2 Ch. (C. A.) 186; (but *semble*, a geographical term might possibly be

a "fancy word": *Re Van Duzer*, 34 Ch. Div. 623; nor the word "Britannia": *Hodgson v. Sinclair*, W. N. (91) 176; nor "Kokoko," an onomatopoeic word used by a tribe of Indians to designate a particular kind of owl, an owl being a device common in the trade: *Re Jackson*, 60 L. T. N.S. 93; W. N. (88) 253; nor words which properly describe the article in the language of the country in which it is produced: *Davis v. Stridbolt, Re Davis & Co.*, 59 L. T. N.S. 854; W. N. (88) 200; *Re Vignier, sup.*; but "Oomoo," being obviously meaningless, and therefore non-descriptive, is a fancy word: *Re Burgoyne*, 61 L. T. N.S. 39; W. N. (89) 52.

"Common Use."—Where the mark consisted in part of elements common to the trade, the whole was to be registered with a note disclaiming the right to the common elements: *Re Kuhn & Co.*, 43 L. J. Ch. 238; see now s. 10 of the Act of 1888, *inf.*

Where the proprietors of a trade mark round which, in actual practice, they placed two concentric circles (a device common in the trade), applied to register their mark with the two circles, and with a disclaimer of any exclusive right to the circles, the Court refused the application as being an absurd attempt to re-register, plus the circles, minus the same: *Baker v. Rawson*, 45 Ch. D. 519.

Act of 1888.—By sect. 10 of the Act of 1888, the following section is substituted for sect. 64 of the Act of 1883:—

"(1.) For the purposes of this Act a trade mark must consist of, or contain at least one of the following essential particulars:—

- (a) A name of an individual or firm printed, impressed, or woven in some particular and distinctive manner; or
- (b) A written signature, or copy of a written signature, of the individual or firm applying for registration thereof as a trade mark; or,
- (c) A distinctive device, mark, brand, heading, label or ticket; or
- (d) An invented word or invented words; or,
- (e) A word or words having no reference to the character or quality of the goods, and not being a geographical name.

(2.) There may be added to any one or more of the essential particulars mentioned in this section any letters, words or figures, or combination of letters, words or figures, or of any of them, but the applicant for registration of any such additional matter must state in his application the essential particulars of the trade mark, and must disclaim in his application any right to the exclusive use of the added matter, and a copy of the statement and disclaimer shall be entered on the register.

(3.) Provided as follows:—

- (i.) A person need not under the section disclaim his own name, or the foreign equivalent thereof, or his place of business, but no entry of any such name shall affect the right of any owner of the same name to use that name or the foreign equivalent thereof;
- (ii.) Any special and distinctive word or words, letter, figure, or combination of letters or figures, or of letters and figures used as a trade mark before the 13th day of August, 1875, may be registered as a trade mark under this part of this Act."

The section is not retrospective: *Re Burgoyne*, 61 L. T. N.S. 89.

The expression "invented" words will not include the names of mineral springs, e. g., Apollinaris, &c., as applied to the waters, or products of the waters, of such springs: *Re Apollinaris Co.*, (1891) 2 Ch. (C. A.) 186; nor the word "satinine" applicable to goods for laundry purposes, &c.: *Re Meyerstein*, 43 Ch. D. 604.

A disclaimer under sub-sects. 2, 3, must be made in the application for registration, and not afterwards: *Re Apollinaris Co.*, (1891) 2 Ch. (C. A.) 186, per Kekewich, J.

Old Mark.—To obtain registration of a mark as an old mark, it must be proved that the entire mark (with the exception of immaterial differences) was used as a whole before August 13, 1875: *Re Meeus*, (1891) 1 Ch. 41; discussing *Re Palmer*, 24 Ch. D. 504.

So if words are claimed, they must have been used alone, and not in conjunction with other words, as, e. g., the name of the firm using them: *Perry Davis v. Harbord*, 15 App. Cas. 316 ("Pain Killer"); *Re Palmer*, 24 Ch. Div.

504 ("Braided Fixed Stars"); *Richards v. Butcher*, (1891) 2 Ch. (C. A.) 522 (q. r. as to what is "user as a trade mark" under sect. 10 of the Act of 1875); nor with any other device: *Re Spencer*, 54 L. T. N.S. 639; or on bottles in conjunction with another mark: *Re Powell*, W. N. (93) 24, 78.

And words used merely as descriptive of a patented article, the patent for which had expired subsequently to the Act, could not be registered: *Re Palmer*, 24 Ch. Div. 504; and see *Re Ralph*, *R. v. Taylor*, 25 Ch. D. 194.

And the whole of a distinctive label could alone be claimed, and not the exclusive use of common words, however long the user: *Re Hudson*, 32 Ch. Div. 311; and see *Re Smokeless Powder Co.*, (1892) 1 Ch. 590.

"Special and distinctive" words must be such as to distinguish the particular goods from those of other traders: *Perry Davis v. Harbord*, 15 App. Cas. 316 ("Pain Killer," used for a medicine, held not distinctive).

And if additional words are used, inducing the public to believe that the goods are of foreign manufacture, the mark is rendered incapable of registration: *Re Wood*, *W. v. Lambert*, 32 Ch. D. 247.

An old mark ought to be registered, and kept registered just as it was used, and no alteration of it will be allowed in the absence of special circumstances. The fact that the proprietor has transferred his business is not sufficient ground for alteration by substituting the name of the new for that of the former proprietor: *Re Henry Clay and Bock & Co.*, (1892) 3 Ch. 549; *Re Phillips' Trade Mark*, (1891) 3 Ch. 143.

Under sub-sect. 3 of sect. 64, the following words, &c., have been held to be special and distinctive:

—"Bodega," as applied to shops for sale of wines and spirits in cask, bottle, or glass: *Bodega Co. v. Owens*, 23 L. R. Ir. 371;

—a dome for black lead, though the lead was often sold in that shape: *Re James*, *J. v. Souby*, 33 Ch. Div. 392;

—"family salve" for a medicine of that description: *Reinhardt v. Spalding*, 49 L. J. Ch. 57;

—*secus*, a word used as indicating a pattern or type of manufacture, and not the manufacture of a particular individual or firm: *Re Harrison*, *McGregor & Co.*, 59 L. J. Ch. 22;

—, — or where the user or recognition in the trade constituting the word distinctive, took place subsequently to 1875: *Re Van Duzer*, *Re Leaf & Co.*, 34 Ch. Div. 623.

—, — "Stone" ale, not used by itself as a trade mark before 1879: *Thompson v. Montgomery*, *Re Joulx*, 41 Ch. Div. 35; (1891) A. C. 217.

A single word could not be registered under the Act of 1875 as a "heading," unless so used before the passing of the Act: *Re Leonard and Ellis*, 26 Ch. Div. 288.

Whether a word used alone as a trade mark in a foreign country, before the Act of 1875, can be registered under the Act if it has not been so used in this country, *quere*: *Re Leonard and Ellis*, 26 Ch. Div. 288.

The proprietors of an old mark were not prevented from registering it because a new mark to which it was similar had been previously registered: *Re "White Rose" Trade Mark*, 30 Ch. D. 505; and see *Mouson v. Boehm*, 26 Ch. D. 398.

And a new mark may be registered in respect of some goods in a class, although an old mark is registered for others, if the goods are distinct: *Re Jelley*, *Son and Jones*, 51 L. J. Ch. 639.

A word in foreign characters (e.g. "Tod," in Arabic, for watches) can be registered: *Re Rotherham*, 14 Ch. Div. 585.

A mark is an old mark only in respect of the goods as to which it has been used; as regards other goods it will be treated as a new mark: *Re Jelley*, *Son and Jones*, 51 L. J. Ch. 639.

A word used by more than three persons in the same trade is not distinctive, and no one of them can register it as an old mark: *Re Walkden Altrated Waters Co.*, 54 L. J. Ch. 394; *Re Hyde & Co.*, 54 L. J. Ch. 375.

Combinations of letters, indicating quality and pattern of goods may, nevertheless, be registrable if they indicate manufacture by a particular person or firm: *Ransome v. Graham*, 51 L. J. Ch. 897.

A mere word (*Exp. Stephens*, 3 Ch. D. 659), or a single letter (*Re Mitchell*, 7 Ch. D. 36), cannot be registered under the Act of 1875.

The name of a firm, used by them as a trade mark for forty years before the Act of 1875, may be registered as an old mark: *Re Hopkinson*, (1892) 2 Ch. 116.

Words publici juris.—A term which has become known in the trade as a proper description of an article made in accordance with the recipe of the original inventor, is *publici juris*: *Re Anderson*, 26 Ch. D. 409.

And a person cannot claim a monopoly in a new name invented by him for a new article which he produces, and which name has become generally known in the trade as describing that kind of article: *Re Leonard and Ellis*, 26 Ch. Div. 288; *Re Arbenz*, 35 Ch. Div. 248 ("gem" gun).

Secus, where the producer of an article uses a name invented by himself, solely as descriptive of the kind of article manufactured by him: *Singer Manufacturing Co. v. Wilson*, 3 App. Cas. 376.

And no length of user will make a mark *publici juris* if such user was originally fraudulent, and is still calculated to deceive: *Re Heaton*, 27 Ch. D. 570.

Semble, a word descriptive of a patented article is *publici juris* after the expiration of the patent: *Re Ralph, R. v. Taylor*, 25 Ch. D. 194; and see *Re Palmer*, 24 Ch. Div. 504; *Cheavin v. Walker*, 5 Ch. Div. 580; *Linoleum Co. v. Nairn*, 7 Ch. D. 834.

Entries in the books at the Patent Office, referring to marks, the registration whereof has been refused, are not evidence that such marks are *publici juris*: *Orr-Ewing v. Johnston*, 13 Ch. Div. 434.

Abandonment.—Mere discontinuance of user of a mark for lack of demand or otherwise, is not, *per se*, evidence of abandonment of the right to a trade mark: *Mouson v. Boehm*, 26 Ch. D. 398; but may be so if coupled with destruction of the labels having the mark upon them: *Re Grossmith*, 60 L. T. N.S. 612; *W. N.* (89) 2; and though not amounting to abandonment, may preclude the owner of the mark from obtaining the removal of an infringing mark from the register, after lapse of time, and large dealings under it: *Mouson v. Boehm, sup.*

Connection of Trade Mark with Goods.—By sect. 65 of the Act of 1883, "a trade mark must be registered for particular goods or classes of goods."

The registration must be limited to the particular goods in connection with which the mark is used, and if the proprietor desires to extend his business to a new description, he must register again: *Edwards v. Dennis*, 30 Ch. Div. 454; and see *Jay v. Ladler*, 40 Ch. D. 649; and, *a fortiori*, registration for one class of goods does not entitle the proprietor to prevent another person from using the mark in connection with goods in a different class: *Hart v. Colley*, 44 Ch. D. 193; and registration of a mark for an entire class does not confer exclusive right of user of it for every article in the class, if in fact it has only been used for one article: *Hargreave v. Freeman*, (1891) 3 Ch. 39.

Quære, whether exclusive use can be claimed unless the mark was in actual use in connection with the goods at the time of registration: *Edwards v. Dennis*, 30 Ch. Div. 454.

An importer cannot register as his own the trade mark of the foreign producer, unless, possibly (*sed quære*), he has acquired the control of that producer's entire output: *Re Apollinaris Co.*, (1891) 2 Ch. (C. A.) 186.

Under the Act of 1875, the Court refused to allow the registration of the same device in respect of goods in the same class, but different in character: *Re Hargreaves*, 11 Ch. D. 669.

Secus, where the goods were sufficiently distinct to prevent confusion arising: *Re Braby*, 21 Ch. D. 223.

Series of Marks.—Sect. 66 of the Act of 1883 provides for the registration in one series of several marks, which, while resembling each other in material particulars, differ in respect of (a) the statement of the goods for which they are used or proposed to be used, or in statements of (b) number, (c) price, (d) quality, or (e) names of places. Such a series is to be assignable and transmissible only as a whole, but for all other purposes each of the trade marks composing it is to be deemed and treated as registered separately.

Colour.—By sect. 67 (as amended by sect. 11 of the Act of 1888), "a trade mark may be registered in any colour or colours, and such registration shall

(subject to the provisions of this Act) confer on the registered owner the exclusive right to use the same in that or any other colour."

Under the Act of 1875, registration in colours was not provided for.

And under this section the mark to be registered must be "distinctive" within the meaning of sect. 64, independently of the colour or colours: *Re Hanson*, 37 Ch. D. 112.

ADVERTISEMENT OF, AND OPPOSITION TO, APPLICATION.

Sect. 68 provides for the advertisement of the application if entertained by the comptroller: and see sect. 12 of the Act of 1888.

By sect. 69, as amended by sect. 13 of the Act of 1888, (1) any person may within one month (or such further time, not exceeding three months, as the comptroller may allow) of the advertisement of the application give notice of opposition, which is to be sent to the applicant, who may (2) within one month send a counter-statement of the grounds of his application, in default of which it is deemed to be abandoned; (3) the comptroller is to decide whether or not the trade mark is to be registered, but his decision is subject to appeal to the Board of Trade, (4) who may, however, if it appears expedient, refer the appeal to the Court (as under sect. 62, sub-sect. 5, *sup.* p. 1991).

The Court has no power judicially to amend an application under the section by directing the comptroller to proceed with the essential part of a proposed trade mark: *Re Meeus*, (1891) 1 Ch. 41 (explaining *Orr-Ewing v. Registrar of Trade Marks*, 4 App. Cas. 479).

As to the jurisdiction of the Court under the original sect. 69, sub-sect. 4, of the Act of 1883, to enter into and determine all questions, notwithstanding that the mark had been admitted to registration by the comptroller, see *Re Arbenz*, 35 Ch. Div. 248.

Mere length of adverse user, however great, if in fraud of the rights of the foreign proprietor of a mark, will not prejudice his right to oppose: *Re Heaton*, 27 Ch. D. 570; and where the original user was fraudulent, registration with the omission of the dishonest portions will not be allowed, as that would enable the applicant to benefit by his former fraud: *Re Fuente*, (1891) 2 Ch. 166.

The Court has no jurisdiction to order an unsuccessful applicant for registration to pay costs incurred by the opponent before the comptroller: *Re Australian Wine Importers*, 41 Ch. Div. 278; but he may be ordered to pay the costs from the time when the application stands for the determination of the Court: *Re Brandreth*, 9 Ch. D. 618.

Where the comptroller refused to proceed with the registration because there was a similar mark belonging to a Swedish co., the Court, upon being satisfied that such co. were fully informed of the application, directed the comptroller to proceed without prejudice to any opposition, the applicant undertaking to give notice of the advertisement to the co.: *Re Stringer*, 8 Rep. Pat. Cas. 445.

CONNECTION OF TRADE MARK WITH GOODWILL.

By sect. 70, "A trade mark, when registered, shall be assigned and transmitted only in connection with the goodwill of the business concerned in the particular goods or classes of goods for which it has been registered, and shall be determinable with that goodwill."

In order to satisfy the section, the assignment of the trade mark need not be contemporaneous with the assignment of the goodwill; and where the mark was registered by an agent in his own name, but the goodwill had always remained vested in the foreign principals, it was held that the mark had been transmitted in connection with the goodwill within the section: *Re Wellcome*; *Re Burroughs, Wellcome & Co.*, 32 Ch. D. 213; and a trade mark registered in the name of a consignee of wines for the protection of the owners of the foreign vineyards where the wine was produced cannot be validly assigned by the trustee under his liquidation: *Re Australian Wine Co.*, 61 L. T. N.S. 427.

The purchaser of the exclusive right to sell the goods of a manufacturer in

this country does not thereby acquire the right to sue for infringement of the vendor's trade marks: *Richards v. Butcher*, 62 L. T. N.S. 867.

Irrespective of the section, the assignee of a trade mark, having no higher right than his assignor, acquired no exclusive right to the trade mark unless the business of the assignor assigned to him was co-extensive with the trade mark as registered: *Edwards v. Dennis*, 30 Ch. Div. 454.

CONFLICTING CLAIMS.

By sect. 71, "Where each of several persons claims to be registered as proprietor of the same trade mark, the comptroller may refuse to register any of them until their rights have been determined according to law; and the comptroller may himself submit, or require the claimants to submit, their rights to the Court."

RESTRICTIONS ON REGISTRATION—MARK CALCULATED TO DECEIVE.

By sect. 72 (as amended by sect. 14 of the Act of 1888), "(1) Except where the Court has decided that two or more persons are entitled to be registered as proprietors of the same trade mark, the comptroller shall not register in respect of the same goods or description of goods a trade mark identical with one already on the register with respect to such goods or description of goods.

"(2) Except as aforesaid, the comptroller shall not register with respect to the same goods or description of goods a trade mark having such resemblance to a trade mark already on the register with respect to such goods or description of goods as to be calculated to deceive."

By sect. 73 (as amended by sect. 15 of the Act of 1888), "It shall not be lawful to register as part of or in combination with a trade mark any words the use of which would, by reason of their being calculated to deceive or otherwise, be deemed disentitled to protection in a court of justice, or any scandalous design."

As to the meaning of the expression "same description of goods," in sect. 72, sub-sect. 2, and the reason for substituting the word "description" for "classes" (as in the Act of 1875), and that the schedules to the rules are not the descriptions to which reference is to be made for the purpose of construing the section, see *Re Australian Wine Importers*, 41 Ch. Div. 278.

Semle, wine and spirits, though different goods, may fairly be considered as coming within the expression "the same description of goods": *S. C.*

The comptroller has a discretion whether to register a mark or not, and ought to refuse registration where it is not clear that deception may not result; *Eno v. Dunn*, 15 App. Cas. 252; *Re Price's Candle Co.*, 27 Ch. D. 681; and see *Re Australian Wine Importers*, 41 Ch. Div. 278.

Similarity.—In considering the question of similarity between two marks, the mark sought to be registered must be compared with the mark previously registered, but all surrounding circumstances must be considered, e.g., size, the material on which the mark is to be impressed, the effects of wear and tear: *Re Lyndon*, 32 Ch. Div. 109; and, even under the Act of 1875, the similarity which might be produced by colouring: *Re Worthington & Co.*, 14 Ch. Div. 8; *Re Biegel*, 57 L. T. N.S. 247.

A mark is "calculated to deceive" by its resemblance to another already on the register if, in the course of its legitimate use in the trade, it is calculated to have that effect: *Re Lyndon*, 32 Ch. Div. 109; *Re Worthington & Co.*, 14 Ch. Div. 8; *Re Biegel*, 57 L. T. N.S. 247; *Re Rising*, 54 L. J. Ch. 975; *Re Farrow*, 63 L. T. N.S. 233.

Accordingly, the following marks have been rejected on the ground of resemblance:—

— "Parchment Bank," with other words accompanying the design of a heart and inclosed in a rectangle, there being on the register a mark consisting of the words "Pirie's Parchment Bank": *Re Goodall*, 42 Ch. D. 566;

— a lion rampant holding a sheaf, with words and name of firm in an oval, there being already on the register a lion rampant holding a crown: *Re Murphy & Co.*, W. N. (90) 84;

— a mark identical with one already registered, with the exception of the names of the manufacturers: *Re Munch*, 50 L. T. N.S. 12;

— a hunting scene with the words "Huntsman's Cherry Brandy," there being already on the register a different hunting scene, with the word "Sportsman" for cherry brandy: *Re Barker*, 53 L. T. N.S. 23;

— "Condi Sanitas," for a disinfecting fluid, "Sanitas" being already on the register: *Sanitas Co. v. Condy*, 56 L. T. N.S. 621;

— a buffalo's head, where a bull's head was already on the register: *Re Farrow*, W. N. (90) 113; 63 L. T. N.S. 233;

— "Strathmore," for whiskey, "Strathmore Blend" being already on the register: *Blair v. Stock*, 52 L. T. N.S. 123;

— "Ko ko ko," for cotton goods, "Coco" being already in use, though not registered: *Re Jackson*, 60 L. T. N.S. 93.

But "Oomoo" was held not calculated to deceive by reason of its similarity in sound to "Emu": *Re Burgoyne*, 61 L. T. N.S. 81; nor the words "Smokeless Powder," part of the name of a co. and of their registered trade mark for gunpowder: *Re Smokeless Powder Co.*, (1892) 1 Ch. 590.

Deceptiveness.—Under sect. 73, the words "Dunn's Fruit Salt Baking Powder" were held deceptive, the words "Fruit Salt" having for many years been used as a trade mark for a powder used in producing an effervescent drink: *Re Dunn*, 15 App. Cas. 252; reversing S. C., 41 Ch. Div. 439. So, also, the word "filtered" applied to blue which did not go through any process of filtration: *Re Hedge's Patent*, 8 Rep. Pat. Cas. 207. And where a label contains a device, with the words "Trade Mark" so placed as to draw special attention to such device, registration ought to be refused, since the public might be misled into believing that the device alone was protected or claimed: *Re Apollinaris Co.*, (1891) 2 Ch. (C. A.) 186; and see *Re Colman*, (1891) 2 Ch. 402; *Re Phillips*, (1891) 2 Ch. 402; *Hammond & Co. v. Malcolm, Brunner & Co.*, 9 Rep. Pat. Cas. 301.

Mere length of adverse user will not give validity to a mark which was originally fraudulent, and is still calculated to deceive: *Re Heaton*, 27 Ch. D. 570.

Addition to Mark.—By sect. 74 (as amended by sect. 16 of the Act of 1888), "(1.) Nothing in this Act shall be construed to prevent the comptroller entering on the register in the prescribed manner, and subject to the prescribed conditions, as an addition to any trade mark—

"(a.) In the case of an application for registration of a trade mark used before the 13th day of August, 1875—

"Any distinctive device, mark, brand, heading, label, ticket, letter, word or figure, or combination of letters, words or figures, though the same is common in the trade in the goods with respect to which the application is made;

"(b.) In the case of an application for registration of a trade mark not used before the 13th day of August, 1875—

"Any distinctive word or combination of words, though the same is common to the trade in the goods with respect to which the application is made;

"(2.) The applicant for registration of any such addition must, however, state in his application the essential particulars of the trade mark, and must disclaim in his application any right to the exclusive use of the added matter, and a copy of the statement and disclaimer shall be entered on the register:

"Provided that a person need not, under this section, disclaim his own name or the foreign equivalent thereof, or his place of business, but no entry of any such name shall affect the right of any owner of the same name to use that name or the foreign equivalent thereof;

"(3.) Any device, mark, brand, heading, label, ticket, letter, word, figure, or combination of letters, words or figures, which was, or were, before the 13th day of August, 1875, publicly used by more than three persons on the same or a similar description of goods shall, for the purposes of this section, be deemed common to the trade in such goods": see *Re Wragg*, 29 Ch. D. 551; *Re Walkden Aerated Waters Co.*, 54 L. J. Ch. 394.

The words "any distinctive word," in sub-sect. 1 (b), relate back to sect. 64, sub-sect. 1 (c), *sup.* p. 1992, and distinctive means *primâ facie* distinctive, so that any word which, though *primâ facie* distinctive, is in reality

common to the trade must be disclaimed when registered as part of a combination: *Re Burland*, 42 Ch. D. 274.

The words "common to the trade" mean "open to the trade," and not "in common use in the trade": *Re Apollinaris Co.*, (1891) 2 Ch. (C. A.) 186; *Re Burland*, 42 Ch. D. 274.

The word "herbalin" being descriptive and common to the trade could not be registered alone, but could be registered with a disclaimer under this section: *Humphries & Co. v. Taylor Drug Co.*, 59 L. T. N.S. 820; W. N. (88) 214.

Disclaimer.—The direction as to disclaimer must be strictly complied with: *Re Meeus*, (1891) 1 Ch. 41.

The disclaimer, under sub-sect. 2, must be made in the application for registration, and not afterwards: *Re Apollinaris Co.*, (1891) 2 Ch. 186; *Re Goodall*, 42 Ch. D. 566; *Re Meeus*, (1891) 1 Ch. 41.

Words contained in a distinctive label registered as a whole need not be disclaimed, inasmuch as they are not additions: *S. C.*, *Re Smokeless Powder Co.*, (1892) 1 Ch. 590.

Under the Act of 1875, the Court could not enforce, as a term of registration, disclaimer of words common to the trade and merely descriptive, that Act having no provision similar to sect. 74 of the Act of 1883: *Re Hudson* ("Carbolic Acid Soap Powder"), 32 Ch. Div. 311; and there could be no right to the exclusive use of common words, however long the user: *Id.*

Words forming part of the name of a co., proprietors of a registered label, were held protected from disclaimer, even if they were additions to the label: *Re Smokeless Powder Co.*, (1892) 1 Ch. 590.

The names of foreign springs added to trade marks for mineral waters are not protected against the requirement of a disclaimer by the exception in favour of a "place of business": *Re Apollinaris Co.*, (1891) 2 Ch. (C. A.) 186.

EFFECT OF REGISTRATION.

By sect. 17 of the Act of 1888, substituted for sect. 75 of the Act of 1883, "application for registration of a trade mark shall be deemed to be equivalent to public use of the trade mark, and the date of the application shall, for the purposes of this Act, be deemed to be, and as from the 1st day of January, 1876, to have been, the date of the registration."

By sect. 76 of the Act of 1883, "the registration of a person as proprietor of a trade mark shall be *prima facie* evidence of his right to the exclusive use of the trade mark, and shall, after the expiration of five years from the date of the registration, be conclusive evidence of his right to the exclusive use of the trade mark, subject to the provisions of this Act."

This section corresponds with sect. 3 of the Act of 1875.

Under the new as under the old Act, registration and the lapse of five years does not confer an indefeasible title to a mark which ought never to have been registered: *Re Wragg*, 29 Ch. D. 551; but the effect is to relieve the proprietor, in an action for infringement, from adducing evidence of exclusive user: *Edwards v. Dennis*, 30 Ch. Div. 454; *Re Hudson*, 32 Ch. Div. 311; and thus to give a new title to the exclusive use: *S. C.*

And any person aggrieved may apply (see sect. 90, *inf.* p. 2001) for removal of the mark from the register, notwithstanding the five years have expired: *Re Lloyd and Sons, Lloyd v. Bottomley*, 27 Ch. D. 646; *Edwards v. Dennis, sup.*; *Re Leonard and Ellis*, 26 Ch. Div. 288; *Re Palmer*, 21 Ch. Div. 47; *Re Wood, W. v. Lambert*, 32 Ch. Div. 247; *Re Harrison, McGregor and Co.*, 42 Ch. D. 691; *Baker v. Rawson*, 45 Ch. D. 519.

For the provisions of sect. 77, as to the right to sue for infringement, *v. sup.* Vol. I., p. 541.

As to Sheffield marks, and the functions of the Cutlers' Company in reference thereto, see sect. 81 of the Act of 1883, as amended by sect. 20 of the Act of 1888; *Re Lambert*, 37 W. R. 154; W. N. (88) 172; 61 L. T. N.S. 138; *Re Rosing*, 54 L. J. Ch. 375.

SECTION III.—REGISTRATION OF PATENTS AND TRADE MARKS AT THE PATENT OFFICE.

Rectification of Register of Patents—Sect. 90.

UPON motion &c., Let the register of patents kept under the authority of the Patents, Designs, and Trade Marks Acts, 1883 to 1888, be rectified by removing therefrom the registration of a certain alleged agreement between the said F. and Messrs. L. & Co., of &c., being a letter from the said F. to the said Messrs. L. & Co., dated &c.—Messrs. L. & Co. to pay F.'s costs of application.—*Re Fletcher's Patent*, North, J., 17th May, 1893, A. 858.

REGISTER OF PATENTS.

By sect. 23 of the Act of 1883, "(1) There shall be kept at the Patent Office a book called the register of patents, wherein shall be entered the names and addresses of grantees of patents, notifications of assignments and of transmissions of patents, of licences under patents, and of amendments, extensions, and revocations of patents, and such other matters affecting the validity or proprietorship of patents as may from time to time be prescribed.

"(2) The register of patents shall be *primâ facie* evidence of any matters by this Act directed or authorized to be inserted therein.

"(3) Copies of deeds, licences, and any other documents affecting the proprietorship in any letters patent, or in any licence thereunder, must be supplied to the comptroller in the prescribed manner for filing in the Patent Office."

As to the procedure in reference to the registration, see Patent Rules, 1890, 67—71.

Under the Act and rules an equitable assignment of a patent, or a share or interest therein, may be put upon the register: *Re Casey, Stewart v. C.*, (1892) 1 Ch. 104, where an equitable assignment by letter was entered at length on the register, with an entry in the list of proprietors referring to the letter, and stating that the assignee claimed an interest under it.

REGISTER OF TRADE MARKS.

By sect. 78, "there shall be kept at the Patent Office a book called the Register of Trade Marks, wherein shall be entered the names and addresses of proprietors of registered trade marks, notifications of assignments, and of transmissions of trade marks, and such other matters as may be from time to time prescribed."

Specific entries of special restrictions as to the user of trade marks by agreement entered into between the proprietors may be placed on the register, but a mere general entry to the effect that the use is restricted by agreement, is irregular: *Re Mitchell & Co.*, *Re Houghton and Hallmark*, 28 Ch. D. 666; *Re Keep*, 26 Ch. D. 187.

By sect. 79, provisions are made for the removal of trade marks, after fourteen years, from the register, unless the prescribed fee is paid, and so on from time to time at the expiration of every period of fourteen years, and for the restoration of trade marks which have been removed. But there is a proviso that where a mark has been removed for non-payment of the fee, or otherwise, it shall, nevertheless, for the purpose of any application during one year next after the removal, be deemed to be a trade mark already registered, unless it is shown to the satisfaction of the comptroller that the non-payment of the fee arises from the death or bankruptcy of the registered proprietor, or from his having ceased to carry on business, and that no person claiming under that proprietor, or under his bankruptcy, is using the mark.

ENTRIES, ETC.

By sect. 85, "there shall not be entered in any register kept under this Act, or be receivable by the comptroller, any notice of any trust expressed, implied, or constructive."

This section only excludes notices of trusts, not assurances operating in equity, such as an equitable assignment by a registered proprietor: *Re Casey, Stewart v. C.*, (1892) 1 Ch. (C. A.) 104; and see *Haslett v. Hutchinson*, 8 Rep. Pat. Cas. 457.

By sect. 86, the comptroller may refuse to grant a patent for an invention, or to register a trade mark, of which the use would, in his opinion, be contrary to law or morality.

By sect. 87, when a person becomes entitled by assignment, transmission, or other operation of law, to a patent or trade mark, the comptroller is, on proof of title, to cause the name of such person to be entered as proprietor. The registered proprietor is, subject to the provisions of the Act, and to any rights appearing from the register to be vested in any other person, to "have power absolutely to assign, grant licences as to, or otherwise deal with," the patent or trade mark, and to give effectual receipts. Provided that any equities in respect of such patent or trade mark "may be enforced in like manner as in respect of any other personal property."

Sect. 88 provides for the inspection of the registers by the public, and the giving of certified and sealed copies of entries on payment of the prescribed fee.

By sect. 89, "printed or written copies or extracts, purporting to be certified by the comptroller, and sealed with the seal of the Patent Office, of or from patents, specifications, disclaimers, and other documents in the Patent Office, and of or from registers, and other books kept therein, shall be admitted in evidence in all Courts in her Majesty's dominions, and in all proceedings, without further proof or production of the originals."

RECTIFICATION OF REGISTER.

By sect. 90, as amended by sect. 23 of the Act of 1888, "(1) The Court may, on the application of any person aggrieved by the omission, without sufficient cause, of the name of any person from any register kept under this Act, or by any entry made without sufficient cause in any such register, make such order for making, expunging, or varying the entry as the Court thinks fit; or the Court may refuse the application; and in either case may make such order with respect to the costs of the proceedings as the Court thinks fit.

"(2) The Court may in any proceeding under this section decide any question that it may be necessary or expedient to decide for the rectification of a register, and may direct an issue to be tried for the decision of any question of fact, and may award damages to the party aggrieved.

"(3) Any order of the Court rectifying a register shall direct that due notice of the rectification be given to the comptroller."

This section corresponds with sect. 5 of the Act of 1875.

Application by "Person aggrieved."—The statutory requirement that the applicant should be a person aggrieved is designed to prevent the interference of common informers: *Re Apollinaris Co.*, (1891) 2 Ch. (C. A.) 186.

Under these sections the expression "person aggrieved" has been held to include:—

— a licensee who had been the sole manufacturer of a patented article, the name of which the patentee had registered a year before the expiration of the patent: *Re Ralph, R. v. Taylor*, 25 Ch. D. 194;

— a person not carrying on business in England: *Re Riviere*, 26 Ch. Div. 48;

— any dealer who has used in his trade, in connection with an article in which he deals, a word which was not used by any other person as a trade mark before the Act of 1875: *Rose v. Evans*, 48 L. J. Ch. 618;

— any person engaged in the same trade as the person who has registered, and desirous of dealing in goods covered by the wrongful registration: *Re Apollinaris Co.*, (1891) 2 Ch. (C. A.) 186; or who is or will probably be excluded from a portion of the trade into which he desires to enter, or without being excluded, will be hampered: *S. C.*; and see *Re Powell*, W. N. (93) 24, 78.

— a person who has as his registered trade mark a word similar to that complained of: *Re Vignier*, 61 L. T. N.S. 495 ("Monopole" and "Monobrut");

— a party to proceedings in which the registration is being used against him: *Re Gianaki*, 58 L. J. Ch. 782; *Re Apollinaris Co.*, *sup.*; *Baker v. Rawson*, 45 Ch. D. 519.

It is convenient that the applicant should state in writing to the Court the grounds on which he seeks to have a mark removed: *Re Wills T. M.*, (1892) 3 Ch. 201.

The question whether or not a person is "aggrieved" is one of fact to be decided according to the particular circumstances: *Re Biviere*, 26 Ch. Div. 48.

The date to be considered is not that of registration of the mark, but of the hearing of the application to expunge: *Re Apollinaris Co.*, W. N. (90) 166.

Rectification, when and how directed.—Registration and the lapse of five years is no bar to an application for the removal of a mark improperly registered: *Baker v. Rawson*, 45 Ch. D. 519; *Re Harrison, Macgregor & Co.*, 42 Ch. D. 691; *Re Lloyd & Sons, L. v. Bottomley*, 27 Ch. D. 646; *Re Wood, W. v. Lambert*, 32 Ch. D. 247; *Edwards v. Dennis*, 30 Ch. Div. 454.

Where trade marks belonging to A. were registered by mistake in the name of B., the Court ordered B.'s name to be expunged, but refused to rectify the register by inserting A.'s name: *Exp. Kingsford*, 61 L. T. N.S. 426.

And a mark containing the words "sole makers" (which designation was false), was expunged: *Re Hayward & Co.*, 54 L. J. Ch. 1003.

And see for cases in which words have been expunged from the register as being not special and distinctive, *Re Harrison, Macgregor & Co.*, 42 Ch. D. 691 (word used merely to specify particular pattern or design); *Re Joule, Thompson v. Montgomery*, (1891) A. C. 217; 41 Ch. Div. 35 ("Stone" ale); *Re Hyde & Co.*, 54 L. J. Ch. 395 (word common to the trade at date of registration, though the proprietor was the first to adopt it).

A mark will not be allowed to remain on the register merely because, by reason of intervening events, it could immediately be re-registered on a new application, as in such case an opportunity ought to be given to the public, by means of the usual advertisements, to come in and oppose: *Re Apollinaris Co.*, (1891) 2 Ch. (C. A.) 186.

The section does not apply to a refusal by the comptroller to register: *Re Trade Mark "Normal"*, 35 Ch. Div. 231; sect. 62, sub-s. 4, *sup.* p. 1991.

The *onus probandi* is on the applicants who allege that at the time of registration the words forming the trade mark had become the ordinary name of the goods: *Edgington v. E.*, 61 L. T. N.S. 623 ("Frigi Domo").

Previously to the Act of 1888, rectification was ordered by the addition of a disclaimer of common elements, against the will of the proprietor: *Re Kuhn & Co.*, 53 L. J. Ch. 238; and see *Re Hayward*, 54 L. J. Ch. 1003.

Under the Act of 1875, the Court had no power to order rectification where the original registration had become defective by reason of subsequent circumstances: *Re Ward, Sturt and Sharp*, 50 L. J. Ch. 347.

The High Court of Justice in England has jurisdiction to rectify the register, notwithstanding that the proprietor of the trade mark is domiciled in Scotland or Ireland: *Re King & Co.'s T. M.*, (1892) 2 Ch. (C. A.) 463; whether the Scotch and Irish Courts have concurrent jurisdiction, *quære*: *Ib.*

Where a trade mark registered in the name of a sole consignee for the protection of his consignors was assigned by the trustee under the consignee's liquidation to third persons, the register was rectified by inserting the names of the consignors as proprietors: *Re Australian Wine Co.*, 61 L. T. N.S. 427.

Where a member of a firm erroneously applies for and obtains registration in his own name, rectification will not be ordered, but he must assign to the firm, and obtain registration of the assignment: *Re Greenlees*, 9 Rep. Pat. Cas. 93; *Farina's Case*, 29 W. R. 390; *secus*, where the original application was in the name of the firm also: *Re Rust & Co.*, 29 W. R. 393.

And where the evidence showed a clear intention to deceive, the register was rectified by adding the words "other than condensed milk, &c.," to the registration of the Deft's mark, so as to prevent him from using his mark to the prejudice of the Plts: *Anglo-Swiss Condensed Milk Co. v. Metcalf*, 31 Ch. D. 454.

The Court, in its discretion, instead of directing a mark to be expunged, ordered that the register should be rectified by inserting an entry stating that the five years mentioned in sect. 76 was to begin to run from the date of such entry: *Re Hayward & Co.*, 54 L. J. Ch. 1003.

Where the registered mark has in fact only been used as a design, it ought to be expunged: *Harrison v. Woodroffe*, 8 Rep. Pat. Cas. 26 (where, however, a special order was made by consent).

As no special procedure is prescribed by the Acts or rules as to service of a notice of motion to rectify the register by striking out a trade mark, it is sufficient if such notice is given as is required by natural justice: *Re King & Co.'s T. M.*, (1892) 2 Ch. C. A. 463; and if sufficient notice to the foreign proprietor is given, it is not necessary (*semble*), as was done in *Re Compagnie Générale d'Eaux Minérales*, (1891) 3 Ch. 451, to serve the notice of motion on the comptroller: *Ib.*

Where the proceedings have been commenced by notice of motion, the notice may be amended in detail, *e.g.*, by striking out the name of a respondent, or changing the date of the hearing, without re-marking the same with the name of the Judge in rotation under O. v. 9 (c), or leave to use at the hearing affidavits filed prior to the amendment: *Re King & Co.'s T. M.*, *sup.*

As to the discovery to be given in proceedings to remove trade marks from the register, see *Re Wills' Trade Marks*, (1892) 3 Ch. (C. A.) 201.

Correction of Errors, &c.—By sect. 91 (and sect. 24 of the Act of 1888), powers of correcting clerical errors, cancelling entries, or parts of entries, and permitting amendments of applications, by omitting particular goods or classes of goods, are conferred on the comptroller.

Application by Proprietor.—By sect. 92, “(1.) The registered proprietor of any registered trade mark may apply to the Court for leave to add to or alter such mark in any particular, not being an essential particular within the meaning of this Act, and the Court may refuse or grant leave on such terms as it may think fit.” (2.) Notice of the application is to be given to the comptroller who is entitled to be heard thereon; and (3.) If the Court grant the leave, he is required, on proof thereof, and on payment of the prescribed fee, to cause the register to be altered in conformity with the order for leave.

For cases in which orders have been made under this section, see *Re Ermen and Roby*, 56 L. J. Ch. 177 (“Ermen and Roby, Manchester,” altered by changing English initial E. into Russian E., and inserting “of” in Russian before Manchester); *Re Burke*, W. N. (91) 2 (firm having been turned into a limited co., word “limited” added); *Re Burham Brick Co.*, 9 Rep. Pat. Cas. 422 (name of works held not an essential part of mark); *Re Colman*, (1891) 2 Ch. 402 (words “trade mark” in proximity to a bull’s head struck out, applicants, in terms of sect. 10 of Act of 1888, undertaking to endorse on their application, and enter on the register, a statement of the essential particulars and a disclaimer of the exclusive right to any added matter).

There is power under the section to alter an old mark, but in general such a mark ought to be registered, and remain registered in all substantial respects, just as it was used before 1875: *Re Phillips*, (1891) 2 Ch. 402 (where Chitty, J., refused to order the words “trade mark,” appearing to refer to a particular device on a label, forming an old mark, to be struck out, on the further grounds that to strike out the words would be a material alteration, and that for the public protection they ought to be retained): *Re Henry Clay and Bock & Co.*, (1892) 3 Ch. 549 (where the Court declined to substitute the names of transferees of the business for that of the transferor); *Re Adams*, 66 L. T. N.S. 610 (where the word “patent” was held to be a substantial part of the mark as being important for advertising and trade purposes).

Orders, &c. of Board of Trade.—By sect. 102A (Act of 1888, s. 25), the president, or secretary, or an assistant-secretary of the Board of Trade, may act on behalf of the Board. All documents, purporting to be orders made by the Board of Trade, and to be sealed with the seal of the Board, or to be signed by a secretary or assistant-secretary, or by any person authorized by the president, are to be received in evidence and deemed to be such orders without further proof, unless the contrary is shown; and a certificate, signed by the president, that any order made or act done is the order or act of the Board, is to be conclusive evidence of the fact so certified.

International and Colonial Arrangements.—By sect. 103, provision is made, in case of international and colonial arrangements being made by her Majesty, whereby a person who has applied for protection for any invention or trade

mark may, on application made within seven months in the case of a patent, and four months in the case of a trade mark, obtain a patent or registration in this country.

As to the construction of this section, and that it does not afford the means of carrying out the convention, signed at Paris in March, 1883, and acceded to by our Government, in cases where the application by a foreigner to register a trade mark is not made within the specified four months, see *Re Californian Fig Syrup Co.*, 40 Ch. D. 620; and that the section does not authorize registration of a mark which is not a trade mark within the definition in sect. 64 of the Act of 1883, although registered as a trade mark abroad, see *Re Carter's Medicine Co.*, (1892) 3 Ch. 473; and that it enables a foreign patentee either to apply for a restricted patent antedated to the date of his foreign patent, or, running the risk of publication, to obtain a patent in the ordinary way for the full period, see *British Tanning Co. v. Groth*, 8 Rep. Pat. Cas. 113.

CHAPTER LIII.

LANDS CLAUSES CONSOLIDATION ACT, 1845.



SECTION I.—PROCEEDINGS BEFORE ENTRY.

1. *Damage committed under Statutory Powers—Compensation.*

THIS action coming on &c., Declare that the Defts are not entitled to lay or deposit upon the Plt's land, in the pleadings mentioned, or any part thereof, any earth, gravel, sand, roots, rubbish or other things without giving to the Plt due satisfaction for all damage that shall be thereby done. Inquiry what damages have been sustained by the Plt, or what satisfaction should be made to the Plt by reason of the Defts entering on the Plt's land and depositing, on and after the — day of —, any earth, gravel, sand, roots, rubbish or other things.—And the Plt is to be at liberty to apply at Chambers, on the result of such inquiry, for payment of what shall be certified to be due, and as to the costs of the inquiry; Defts to pay costs of action up to judgment.—*Bentley v. Manchester, S. & L. Ry. Co.*, Romer, J., 15 June, 1891, A. 1745; S. C., (1891) 3 Ch. 222.

For forms of orders as to arbitrations under the Arbitration Act, 1889, see Vol. I., p. 351.

NOTES.

ARBITRATION UNDER THE L. C. C. ACT.

By the L. C. C. Act, 1845 (8 V. c. 18), upon a notice to treat being given by the promoters of a public undertaking to the persons interested in any lands intended to be taken (sect. 18), the value of the land, or the amount of compensation for damage sustained by the execution of the works connected with the undertaking is, in the absence of any agreement between the parties, to be ascertained by two justices, if the amount claimed is less than £50: sects. 22, 24; or if it exceed £50, by arbitration or by the verdict of a jury: sect. 23.

By sect. 68 any person entitled to compensation in respect of any lands taken or injuriously affected, for which the promoters have not made satisfaction, is entitled to have the amount, if more than £50, settled by arbitration, or by a jury under the provisions of the Act: see *Exp. Harper*, 23 W. R. 67.

By the Arbitration Act, 1889 (52 & 53 V. c. 49), s. 24, that Act is to apply "to every arbitration under any Act passed before or after the commencement of this Act as if the arbitration were pursuant to a submission, except in so far as this Act is inconsistent with the Act regulating the arbitration or with any rules or procedure authorized or recognized by that Act:" *Re Knight and Tabernacle Bldg. Soc.*, (1891) 2 Q. B. 63; (1892) A. C. 298.

As to the provisions of the Act generally, *v. sup.* Vol. I., Chap. XXVI., "ARBITRATIONS."

Right to Compensation.—The right to compensation extends to the probable deterioration of the residue of a property by the user of a part taken: *D. Buccleugh v. Metrop. Bd. of Wks.*, L. R. 5 H. L. 418; even though no actual nuisance might be caused by the user: *Cowper Essex v. Acton District L. B.*, 14 App. Cas. 153; approving *Re Stockport, &c. Ry. Co.*, 33 L. J. Q. B. 251;

— to temporary obstruction of a way of great convenience during the execution of the works: *Ford v. Met. and Dist. Ry. Co.*, 17 Q. B. Div. 12;

— to injury to the right to the access of light over land taken by the co.: *Wigram v. Fryer*, 36 Ch. D. 87;

— and where ancient windows are obstructed may extend also to portions of the windows which are not ancient, the injured party being entitled to have things preserved in *statu quo*: *Re London, Tilbury and Southend Ry. Co.*, 24 Q. B. D. 40;

— and to loss of custom to a hotel caused by stopping up a street: *Wadham v. N. E. Ry. Co.*, 14 Q. B. D. 747;

— under the Scotch Act, which is similar in terms, to interference with the rights of feuars in roads and streets to be laid out under a feuing scheme: *Fleming v. Newport Ry. Co.*, 8 App. Cas. 266; and to interference with the right of access to private property by alteration of a public highway: *Caledonian Ry. Co. v. Walker*, 7 App. Cas. 259; and see *Furness Ry. Co. v. Cumberland Bldg. Soc.*, 52 L. T. N.S. 144;

— but not to annoyance by user of completed works where land has not been actually taken: *Hammersmith Ry. Co. v. Brand*, L. R. 4 H. L. 171; *City of Glasgow Ry. Co. v. Hunter*, L. R. 2 H. L. Sc. 78; nor unless there is actionable damage: *Rhodes v. Airedale, &c. Commrs.*, 1 C. P. D. 402; *Caledonian Ry. Co. v. Ogilvy*, 2 Macq. 237 (and as to such damage by diverting streams, see *Stone v. Corp. of Yeovil*, 2 C. P. D. 99; *Bush v. Trowbridge, &c. Co.*, 10 Ch. 459; *Ferrand v. Corp. of Bradford*, 21 Beav. 412; and Vol. I., *sup.* p. 605);

— nor in respect of injury which was merely prospective and non-existent at the time of making the claim: *Reg. v. Poulter*, 20 Q. B. Div. 132;

— nor if the thing done is one for which, in the absence of statutory power, no action would lie: *Caledonian Ry. Co. v. Walker*, 7 App. Cas. 259;

— nor when damage arises not out of the execution of the works, but only the subsequent use of them: *Hammersmith Ry. v. Brand, sup.*; *Caledonian Ry. v. Walker, sup.*;

— and *quare*, whether for a mere change of gradient in the access to premises: *Caledonian Ry. v. Walker*, 7 App. Cas. 259, per Lord Selborne.

The compensation for copyhold land is to be assessed without regard to improvements made by the railway co. previously to the time at which the co. is under obligation to enfranchise—viz., under sects. 96, 97, at the expiration of one month from entry by the co., or of three months from the enrolment of the conveyance, whichever first happens; but after that time the fines must be assessed on the improved annual value according to the custom of the manor: *Lowther v. Caledonian Ry. Co.*, (1892) 1 Ch. (C. A.) 73; (1891) 3 Ch. 443.

As to the right to compensation for minerals, see *Smith v. G. W. Ry. Co.*, 3 App. Cas. 165; and that though a seam of coal is not presently workable at a profit, compensation may be given for probable prospective profit, and a reasonable verdict of the jury allowing compensation, after conflict of evidence, ought not to be set aside, see *Brown v. Commrs. for Railways*, 15 App. Cas. 240.

As to assessment of compensation under the Artizans and Labourers' Dwellings Act, see *Wilkins v. Mayor of Birmingham*, 25 Ch. D. 78; *Re Shaw and Birmingham Corporation*, 27 Ch. D. 614; and that the right to compensation thereunder extends to the easement of light, and to inchoate easements which do not ripen by prescription until after their purchase and extinguishment, see *Barlow v. Ross*, 24 Q. B. Div. 381; *Swainston v. Finn*, 52 L. J. Ch. 235; *Badham v. Marris*, 52 L. J. Ch. 237.

Procedure.—Persons under disability may apply under sect. 68: *Stone v. Corp. of Yeovil*, 2 C. P. D. 99; and the amount of a disputed claim may be

ascertained before establishing the right to compensation in an action: *Re Harper*, 20 Eq. 39.

Proceedings may be taken in the same manner on the purchase of inter-sected lands: sect. 94;—the enfranchisement of copyholds: sect. 96;—the purchase of commons: sect. 103;—the redemption of mortgages: sects. 110, 112;—the release of rent-charges: sect. 115;—the purchase of omitted interests: sect. 124. So, too, in the case of the exercise of rights of pre-emption, the price may be ascertained by arbitration: sect. 130.

The method of proceeding by arbitration is prescribed by sects. 25—37; and that of proceeding before a jury by sects. 38—57.

Where there is a notice to treat, all subsequent proceedings must be grounded on it; therefore the Commrs of Sewers, under 57 G. 3, c. xxix., having given notice to treat for the sale of four houses, were not allowed to summon a jury to assess the value of one separately: *Ecc. Commrs. v. Commrs. of Sewers*, 14 Ch. D. 305.

The mutual appointment of arbitrators under the Act constituted an arbitration by consent within the C. L. P. Act, 1854, ss. 5, 17, and therefore the umpire might state his award in the form of a special case: *Rhodes v. Airedale, &c. Commrs.*, 1 C. P. D. 402; *Exp. Harper*, 18 Eq. 539; and an appeal would lie from an order made thereon: *Bidder v. N. Staffordshire Ry. Co.*, 4 Q. B. Div. 412; and the time for making the award might be extended: *Re Dare Valley Ry. Co.*, 4 Ch. 554.

And now as to the power of an arbitrator to state a special case under the Arbitration Act, 1889, *v. sup.* Vol. I. pp. 357, 358, 362; *Re Knight and Tabernacle Bldg. Soc.*, (1891) 2 Q. B. 63; (1892) A. C. 298.

The jurisdiction of the arbitrator or umpire is confined to determining the fact of damage and the amount of compensation, and does not enable him to decide what is or is not actionable damage: *Rhodes v. Airedale, &c. Commrs.*, 1 C. P. D. 402; *R. v. L. & N. W. R. Co.*, 3 E. & B. 443; *Chapman v. Monmouthshire Ry. Co.*, 2 H. & N. 267; *Braulby v. Southampton Bd.*, 4 E. & B. 1014; *Re East London Ry. Co., Oliver's Claim*, 24 Q. B. Div. 507; the question of right to compensation being tried by an action on the award: *S. C.*; *London and Blackwall Ry. Co. v. Cross*, 31 Ch. Div. 354.

A *certiorari* to quash proceedings for compensation will not be granted after the time for setting aside the award has been allowed to expire: *Reg. v. Sheward*, 9 Q. B. Div. 741; 5 Q. B. D. 179.

Where one arbitrator refused or neglected for seven days to concur in the appointment of an umpire, the other arbitrator, under sect. 30, could proceed *ex parte* to make an award, and the previous appointment of an umpire was not a condition precedent to the *ex parte* proceedings: *Shepard v. Corp. of Norwich*, 30 Ch. D. 553; and as to appointment of umpire under the Arbitration Act, 1889, *v. sup.* Vol. I. pp. 354, 356.

By the Regulation of Railways Act, 1868 (31 & 32 V. c. 119), s. 41, the party entitled to compensation is empowered to apply to the Judge of any one of the superior Courts of common law, who shall, if he thinks fit, make an order for trial of the question in one of the superior Courts upon such terms and in such manner as to him shall seem fit, and the proceedings are to be under and subject to the control and jurisdiction of the Court as in ordinary actions therein.

Under this section the question to be tried by the Judge is the same as that previously determined by the jury, and the Court has no jurisdiction to determine the title, but only the amount: *Re East London Ry. Co., Oliver's Claim*, 24 Q. B. Div. 507.

Unpaid vendors, though the compensation has been determined, are not, until the title has been made out, "creditors" within sect. 82 of the Cos. Act, 1862, competent to present a winding-up petition: *Re Milford Docks Co., Exp. Lister*, 23 Ch. D. 292.

COSTS OF ARBITRATION.

By the L. C. C. Act, 1845, s. 34, the costs of arbitrations are to be borne by the promoters, unless the award be for the same, or a less, sum than they may have offered, when each party shall bear his own costs, and those of the arbitrators are to be borne equally.

The offer must be made before or at the time of the appointment of the arbi-

trators: *E. Fitzhardinge v. Gloucester, &c. Canal Co.*, L. R. 7 Q. B. 776; not later: *Gray v. N. E. Ry. Co.*, 24 W. R. 758; and that a subsequent offer, not referring to the previous one, cannot be treated as a substituted offer, see *Reg. v. Manley Smith, Re Westfield*, 12 Q. B. D. 481, 487.

By the L. C. C. Act, 1869, s. 1, such costs may, if either party requires, be taxed as between the parties by the taxing masters of (the superior Courts of law); the 31 & 32 V. c. 119, s. 33, and apparently the 30 & 31 V. c. 127, s. 37, being repealed.

The section does not apply to arbitrations embracing matters not subjects of arbitration under the L. C. C. Acts, and has, it seems, no retrospective operation: *Doulton v. Metrop. Bd. of Wks.*, L. R. 5 Q. B. 333.

Nor does it apply where one party agrees to pay all the costs of the arbitration: *Wombwell v. Corp. of Barnsley*, 36 L. T. N.S. 708.

The Court has no jurisdiction to review a taxation under this section: *Sandbach Charity v. N. Staff. Ry. Co.*, 3 Q. B. D. 1; or under the L. C. C. Act, 1845, s. 52: *Owen v. L. & N. W. R. Co.*, L. R. 3 Q. B. 54; *secus*, in the case of a taxation under sect. 83: *Sandbach Charity v. N. Staff. Ry. Co.*, 3 Q. B. D. 5.

Costs awarded to the owner and taxed are payable within a reasonable time, and execution of the conveyance is not a condition precedent to the right to payment: *Capell v. G. W. Ry. Co.*, 11 Q. B. Div. 345; 9 Q. B. D. 459.

The general provisions apply under a special Act which, without expressly varying them, adopts a different form of proceeding; and though costs are not awarded expressly, the claimant can recover them by action, though untaxed: *Met. Dist. Ry. Co. v. Sharpe*, 5 App. Cas. 425.

The claimant is entitled to the costs of an inquiry abortive by reason of misdirection of the jury: *Reg. v. N. London Ry. Co.*, 51 L. J. Q. B. 241.

In the case of compulsory purchases by a local board, the procedure and costs are governed by the L. C. C. Acts, and not by the Public Health Act, 1875 (38 & 39 V. c. 55), ss. 179, 180; *Exp. Rayner*, 3 Q. B. D. 446.

As to arbitrations generally, see Vol. I. Chap. XXVI.; and under the L. C. C. Acts, *Hodges*, 312.

ASSESSMENT OF COMPENSATION BY COURT.

Where a statute confers a right to do acts causing damage, and provides a special tribunal for assessing compensation, and such tribunal ceases to exist, a person damaged is entitled to have the compensation assessed in an action in the High Court: *Bentley v. M. S. & L. Ry. Co.*, (1891) 3 Ch. 222.

2. *Company to purchase whole Property—Inquiry as to Title—* *Sect. 92.*

DECLARE that the Defts, the L. C. and D. Ry. Co., are bound to purchase the whole of the copyhold premises to which the Plt M. was admitted tenant on the &c., and which premises are comprised in the indenture of lease, dated &c., in the pleadings mentioned, and that the Plts are not bound to sell a part of the said premises to the co., they being able and willing to sell and make a good title to the whole thereof; And Let an inquiry be made whether a good title can be made to the said premises.—Adjourn further consideration.—Liberty to apply.—*Marson v. L. C. & D. Ry. Co.*, V.-C. G., 1 May, 1868, B. 1284; 6 Eq. 101; *Richards v. Swansea Improvements, &c. Co.*, C. A., 25 June, 1878, B. 1337; 9 Ch. Div. 425.

For the order on further consideration enforcing the above order by compelling the co. to take all proper and necessary proceedings under the Act, see *Marson v. L. C. & D. Ry. Co.*, V.-C. J., 26 Feb. 1869, B. 471; 7 Eq. 549.

NOTES.

By sect. 92, no party shall at any time be required to sell or convey to the promoters a part only of any house, or other building or manufactory, if such party be willing or able to sell and convey the whole thereof.

The word "house" in this section includes everything that would pass by a conveyance of the house: *Grosvenor v. Hampstead Ry. Co.*, 1 D. & J. 446; *St. Thomas's Hosp. v. Charing Cross Ry. Co.*, 1 J. & H. 400, 404; 9 W. R. 411; see also *Fergusson v. L. B. & S. C. Ry. Co.*, 33 Beav. 103; 3 D. J. & S. 653; *Pulling v. L. C. & D. Ry. Co.*, 33 Beav. 644; 3 D. J. & S. 661; see also *Richards v. Swansea, &c. Co.*, 9 Ch. Div. 425; *Barnes v. Southsea Ry. Co.*, 27 Ch. D. 536; *Kerford v. Seacombe, &c. Ry.*, 57 L. J. Ch. 270; W. N. (88) 11.

The following have been held to be parts of a "house" within the section:—

— garden and curtilage, as being of necessity, and not for pleasure merely: see *Fergusson v. L. B. & S. C. Ry. Co.*, 3 D. J. & S. 653, 659.

— land treated as passing by every demise of a public-house since 1802, and furnishing the only means of approach for vehicles to the front door: *Marson v. L. C. & D. Ry. Co.*, 6 Eq. 101, Form 2, *sup.*;

— the last of a series of gardens separated by walls, but connected by a walk passing through doors in the walls: *Hewson v. L. & S. W. Ry. Co.*, 8 W. R. 467;

— land intended to be laid out as gardens for unfinished houses: *Alexander v. Crystal Palace Ry. Co.*, 30 Beav. 556; and see *Grosvenor v. Hampstead Ry. Co.*, 1 D. & J. 446;

— a small portion of garden essential to the enjoyment of a house: *Cole v. West Lond., &c. Ry. Co.*, 27 Beav. 242;

— a paddock and roadway in the rear of the garden, and convenient for the enjoyment, of the house: *Barnes v. Southsea Ry. Co.*, 27 Ch. D. 536;

— land and greenhouses held with a house and partly used for trade purposes, and proposed to be taken without actually touching the house: *Salter v. Metn. Dist. Ry. Co.*, 9 Eq. 432;

— two separate houses with internal communication, and used together as one: *Stegenberg v. Met. Dist. Ry. Co.*, 49 L. T. N.S. 554; 32 W. R. 333;

— a cottage subsequently acquired and connected, and used *bonâ fide* as a continuous structure, with business and manufacturing premises: *Richards v. Swansea, &c. Co.*, 9 Ch. Div. 425; 26 W. R. 764;

— a cottage, beneath which the co. had run a tunnel, and land lying between the cottage and a road: *Falkner v. Somerset and Dorset Ry. Co.*, 16 Eq. 458;

— but not a field held with such cottage and used as a market garden: *S. C.*;

— nor stables, &c. used with, but acquired separately from the house, and situate on the other side of a road: *Kerford v. Seacombe, &c. Ry.*, 57 L. J. Ch. 270; W. N. (88) 11.

— nor land necessary for the personal convenience of the occupier, but not for the convenient occupation of the house, as in the case of a field and outbuildings occupied with a house and other lands, but separated from them by a road: *Steele v. Midland Ry. Co.*, 1 Ch. 275; see also *Pulling v. L. C. & D. Ry. Co.*, 3 D. J. & S. 653; *Fergusson v. L. B. & S. C. Ry. Co.*, 3 D. J. & S. 661.

Semi-detached houses did not constitute one house within the section: *Harvie v. S. Devon Ry. Co.*, 23 W. R. 202.

Where A., having at the time of the notice to treat only a contingent right to a meadow, subsequently acquired and annexed it to the house, it was held not to be part of the house: *Chambers v. L. C. & D. Ry. Co.*, 11 W. R. 479.

And the words "part of any house" are limited to houses in existence at the time of the notice to treat, and do not include buildings the erection of which is subsequently commenced: *Littler v. Rhyl, &c. Commrs.*, W. N. (78) 219.

The following have been held to be parts of a "manufactory" within the section:—

— weir, goit, and mill-house, where water power was used: *Furniss v. Midland Ry. Co.*, 6 Eq. 473;

— cottages used as warehouses and separated from the manufactory by a road: *Spackman v. G. W. Ry. Co.*, 1 Jur. N.S. 790; or by a yard: see *Richards v. Swansea, &c. Co.*, 9 Ch. Div. 425;

— land included in the same wall with tinplate works, and used for the deposit of ashes: *Sparrow v. Oxford, &c. Ry. Co.*, 2 D. M. & G. 94; in which case it was said that the co. could not make a tunnel under it: *Ib.* 108;

— trade fixtures: *Gibson v. Hammersmith, &c. Ry. Co.*, 2 Dr. & S. 603;

— but not the totshop or sorting-house of a dustman: *Reddin v. Metn. Bd. of Works*, 4 D. F. & J. 532;

— nor a house in which tea, stored, blended, and milled elsewhere, was packed and delivered to customers: *Benington v. Metn. Bd. of Works*, 54 L. T. N.S. 837;

— and that “manufacture” means producing something new from raw material, see *Benington v. Metn. Bd. of Works*, *sup.*

Throwing an arch over a portion of a manufactory, so as to interfere with the light and air essential to the business, was held to be taking a part of the manufactory within s. 92: *Pinchin v. L. & Blackwall Ry. Co.*, 1 K. & J. 34; but this was doubted on appeal: *S. C.*, 5 D. M. & G. 851; and see *G. W. Ry. Co. v. Swindon, &c. Ry. Co.*, 22 Ch. Div. 677; *affd.* H. L. 9 App. Ca. 787, where the right to make a bridge and tunnel was held not to be “land” within the meaning of the L. C. C. Act, s. 16.

A co. taking a part within the section are bound to take the whole, but not a portion only, of the rest of the property: *Pulling v. L. C. & D. Ry. Co.*, 33 Beav. 644; 3 D. J. & S. 661, 668.

A termor is entitled to the benefit of the section, though his option will not affect the owner of the fee: *S. C.*, 3 D. J. & S. 667.

Where a counter-notice had been served on the co. under the section, the co. were bound to pay into Court the value of the whole property before taking possession under s. 85: *Giles v. L. C. & D. Ry. Co.*, 1 Dr. & Sm. 406.

The counter-notice need not specify the particular ground on which the owner of the property claims to bring his case within s. 92: *Richards v. Swansea, &c. Co.*, 9 Ch. Div. 425, 433.

An offer made by the owner to sell a part of a house at a sum named does not, if refused by the co., preclude the owner from asserting his rights under the section: *Gardner v. Charing Cross Ry. Co.*, 2 J. & H. 248.

As to the course to be adopted to enforce an order under the section, see *Marson v. L. C. & D. Ry. Co.*, 7 Eq. 546; *S. C.*, Form 2, *sup.* p. 2008.

A co. who had verbally agreed by their surveyor, but afterwards refused, and resisted proceedings to compel them, to take the whole property under the section, had to pay all the costs: *Binney v. The Hammersmith and City Ry. Co.*, 9 Jur. N.S. 773.

It seems a charity, having obtained the sanction of the Charity Commrs. may be “willing and able to convey,” within the meaning of s. 92, without a special Act: *St. Thomas's Hosp. v. Charing Cross Ry. Co.*, 1 J. & H. 400.

In the case of street improvements under 51 G. 3, c. xxix., the Commrs. of Sewers have power to take part compulsorily, their power not being limited to taking the whole: *Gard v. Commrs. of Sewers*, 28 Ch. Div. 486; but *quære*, whether they have power to adjudicate that the whole is required, when they only intend to use a part: *S. C.*

3. *Appointment of Guardian for the purposes of selling and conveying an Infant's Estate under the Lands Clauses Consolidation Acts, 1845, 1860, and 1869.*

UPON the application of B. &c., (*infants*) by G. their next friend, and upon hearing the solrs for the applicants and for H., and upon reading &c., Let the said G. be appointed the guardian of the infant applicants for the purpose of selling and agreeing to sell, and of conveying to the M. D. Ry. Co. pursuant to the M. D. Act, and pursuant to the Lands Clauses Consolidation Acts, 1845, 1860, and 1869, the estate and interest of the applicants which the said co. have by

virtue of their said Act power to take, and have given notice to take, for the purpose of their said Act, of and in the freehold messuage and premises known as &c., devised by the will of the testator H., and for all other purposes for which a guardian is required under and by virtue of the Lands Clauses Consolidation Acts, 1845, 1860, and 1869, to carry the said sale into effect.—*Re Billinge*, V.-C. B. at Chambers, 2 December, 1882, A. 2212.

SECTION II.—PAYMENT INTO COURT—DEDUCTION FOR INJURY—
INTERIM INVESTMENT.

1. *Interim Investment—Interest to be paid to Tenant for Life—
Sect. 70.*

LET the fund in Court be dealt with as directed in the Schedule hereto, the said A. by his solr undertaking to pay to the Chancery Broker the brokerage on the investment thereby directed.—Costs to be taxed and paid by the co.—[Form 1, p. 2036].—[Add Payment Schedule, Forms Nos. 69 and 1].

The practice is for the whole purchase-money paid in by a railway co. to be laid out in stock, without deducting brokerage, or to sell stock without charging brokerage, the applicant undertaking to pay it, and he charges the co. for the brokerage in his costs without any special direction respecting it.

2. *The Like—Interest paid to Incumbent, for Churchwardens, as
Charity Trustees—Sect. 70.*

SAME as Form 1, *sup.*—[Add Payment Schedule, Forms Nos. 69 and 3].

3. *Interim Investment in Real Securities—Sect. 70.*

THIS Court being of opinion that it is proper that £— cash in Court to the credit of &c. should be invested on the security, by way of mortgage, of the hereditaments in the petition mentioned, situate &c., Let an inquiry be made whether a good title can be made to the said hereditaments; And in case a good title can be made thereto, Let a proper mortgage thereof be settled by the Judge; And upon the execution thereof &c., Let the fund in Court be dealt with as directed in the Schedule hereto.—Co. to pay taxed costs.—[Add Payment Schedule, Form No. 68].

For inquiry whether a proposed mortgage was proper, and in whose names to be taken, see *Re Franklin*, 2 Aug. 1847, A. 2034; 1 D. & S. 528; 12 Jur. 642.

For like order for interim investment on mortgage of corporation water-works and of borough rates, see *Exp. Huddersfield Corp.*, V.-C. M., 22 Nov. 1878.

4. *Inquiry as to Compensation to Tenant for Life for Injury, &c., out of the Fund—Sect. 73.*

LET an inquiry be made whether any and what portion of the £— cash in Court &c., or the anns to be purchased therewith pursuant to this order, ought to be allotted, pursuant to the 73rd section of the Lands Clauses Consolidation Act, 1845, to the Petr L., the tenant for life in the petition named, as compensation for any expenses, injury, inconvenience, or annoyance, which he may be considered to have sustained, independently of the actual value of the lands as taken, and of the damage occasioned to the lands held therewith, by reason of the taking of the lands and the making of the works in the petition mentioned; Adjourn further consideration of petition. — *Re South Devon, &c. Railway; Exp. Massey Lopes*, M. R., 4 May, 1861, B. 921.

The word “expenses” does not occur in sect. 73, and *In re South Devon Ry. Co., sup.*, the petition was amended by making a case for the payment of certain costs, charges, and expenses not payable by the co., and the inquiry therefore included expenses: see Reg. Min., 4th May, 1861, fo. 61. The better form would be “including any expenses properly incurred by the Petitioner in relation to the said lands, not payable by the said co.,” after the words of sect. 73.

5. *Part of Compensation Money paid to Incumbent for Injury, &c.—Interim Investment of Residue in Stock—Interest to be paid to Petitioner and his Successors—Sects. 70, 73.*

Same as Form 1, *sup.*—[Add Payment Schedule, Forms Nos. 44, 69, and 4.]

For orders as to investment and payment of interest to a dean and chapter and their successors, see *Exp. Dean, &c. of Ely*, V.-C. W., 29 July, 1853, A. 1407; and to the master, fellows, and scholars of a college and their successors, *Exp. Sidney Sussex College*, V.-C. S., 6 June, 1853, B. 1016.

6. *Inquiries as to Right of Tenant for Life to Equivalent for Royalties on Brick Earth, and Fines of Copyholds—Payment to him of Compensation for temporary Occupation and Injury—Sects. 69, 70, 73.*

1. INQUIRY whether the Petr, as tenant for life of the manor of H. and of the freehold lands in the petition mentioned, is entitled to any royalty upon the bricks made from the clay of the freehold lands purchased by the railway co., as in the petition mentioned, and, if so, what is the proportion of the sum of £11,050, part of the £11,700 cash in Court to the credit of &c., which represents the amount of such royalty; 2. Inquiry whether, under the circumstances in the petition mentioned, any fines would have become due and payable pursuant to the 6th section of the Act of the 21 & 22 V. c. 94, from such of the copyholders in the petition named as were admitted prior to the 1st

July, 1853, to the copyhold lands purchased by the said railway co., as in the petition also mentioned, and whether the Petr, as such tenant for life as aforesaid, is entitled to such fines (if any) as aforesaid, and if so what is the proportion of the said sum of £11,050 cash, which represents the amount of such fines.—[Add Payment Schedule directing payment to the Plt of £— and £—, being the amounts paid as in the petition mentioned by the said railway co., for temporary occupation, and temporary injury, and for sand, and Payment Schedules Nos. 69 and 1.]—Adjourn further hearing of petition.

NOTES.

PAYMENT INTO COURT—INJURY TO TENANT FOR LIFE—SECTS. 69, 70, 73.

By the Lands Clauses Consolidation Act, 1845, s. 69, purchase-money or compensation payable in respect of lands, or of permanent damage to lands, to parties under disability, or having a partial or qualified interest, and not entitled to sell except under the said Act, or the special Act, if amounting to or exceeding £200, is to be deposited with the Accountant-General of the Court of Chancery (now the Chancery Paymaster: see Vol. I., *sup.* pp. 180, 181), to the account of the promoters of the undertaking (*v. inf.*); and to remain so deposited until applied in either of the modes in the section specified: see Sect. III., "APPLICATION OF FUND IN COURT," *inf.* p. 2015.

By S. C. F. R. 1886, r. 39, money paid into Court pursuant to sect. 69 is to be placed in the books at the Pay Office to the credit of "Exp. the promoters of the undertaking, In the matter of the special Act" (citing it); and some words are to be added in each case briefly expressive of the nature of the disability to sell and convey, by reason of which the money shall be so paid in, as stated in the request for the direction for the lodgment. Money paid into Court under sect. 69 is within the exceptions of r. 77 of the S. C. F. R. 1886, as to placing money in Court on deposit.

The interim investment of money paid in under sect. 69 is provided for by sect. 70: see note, *inf.* p. 2014.

By sect. 71, if the money is under £200 and exceeds £20, it may either be paid into Court, and applied as directed by sect. 69 with respect to sums amounting to or exceeding £200, or be paid to two trustees to be nominated in writing by the parties entitled to the rents and profits, subject to the consent of the promoters of the undertaking to such application of the money, and to the trustees named for the purpose.

By sect. 72, sums not exceeding £20 are to be paid to the parties entitled to the rents and profits of the lands in respect of which the same shall be payable, or, in case of disability, to their husbands, guardians, committees, or trustees.

For cases under this section, see *Re Egremont*, 12 Jur. 618; *Re Bateman*, 21 L. J. Ch. 691; *Exp. Rector of Bredicot*, 5 Ry. Ca. 219.

By sect. 73, all sums over £20, payable under a contract with persons not absolutely entitled, are to be paid into the bank, or to such trustees, and cannot be retained by any contracting party not absolutely entitled, but are to be deemed as paid on behalf of all parties interested in the lands; but the Court may allot to the tenant for life, or person having a partial, or qualified, interest, a portion of the sum paid in, as compensation for any injury, inconvenience, or annoyance, independently of the actual value of the lands to be taken, and of the damage occasioned. And see further as to sect. 73, Dan. 1870; 6th ed. 2150; Morg. 42; 6th ed. 36; *Taylor v. Chichester, &c. Ry. Co.*, L. R. 4 H. L. 643.

Money received by a tenant for life as a consideration for withdrawing his opposition to the bill must be paid in under this section: *Pole v. P.*, 2 Dr. & Sm. 420; and see *E. Shrewsbury v. N. Staff. Ry. Co.*, 1 Eq. 593, 608.

Small sums have been deducted under this section from the fund before investment, by way of compensation to the tenant for life for injury and inconvenience: see *Re Collis's Estate*, 14 L. T. N.S. 353; *Exp. Rector of Little*

Steeping, 5 Ry. Ca. 207; and also for the expense of making a new road: *Re D. of Marlborough*, 13 Jur. 738.

He will also be allowed his extra costs incurred in proceedings to obtain a better price from the co.: *Re E. Berkeley's Will*, 10 Ch. 56; *Re Oldham's Estate*, W. N. (71) 190; *Re Aubrey*, 17 Jur. 874; or compensation in respect of their failing to act upon their notice to treat: see *Re Strathmore Estates*, 18 Eq. 338.

Persons interested in remainder should, however, join in the application: *Re Strathmore Estates*, *sup.*; or, at least, should be communicated with: *Re Collis's Estate*, 14 L. T. N.S. 353.

INTERIM INVESTMENT—SECT. 70.

Until the money paid into Court can be applied to any of the purposes specified in sect. 69, it may, on the petition of the party who would have been entitled to the rents and profits of the land in respect of which the money shall have been paid in, be invested in Consols, or in government or real securities, and the dividends paid to such party.

Under O. LV. 2 (7), applications for interim investment are to be disposed of at Chambers.

It is not necessary to serve a petition or summons for interim investment on persons having charges on the inheritance prior to the life estate: *Re Morris's Estate*, 20 Eq. 470; nor on remaindermen, who may be made co-petitioners: *Re Dowling's Trusts*, 24 W. R. 729; *Exp. Staples*, 1 D. M. & G. 294; but have no right to petition alone, even though Plts in an admon action: *Nash v. N.*, 37 L. J. Ch. 927.

Money so paid into Court is "cash under the control of the Court" within the meaning of 23 & 24 V. c. 38, s. 10, and Gen. Ord. 1861, r. 1 (now O. XXII. 17): *Exp. St. John's Coll., Oxford*, 22 Ch. Div. 93; overruling *Exp. Vicar of St. Mary, Wigton*, 18 Ch. D. 646; *Re Boyd's Settled Estates*, 42 L. J. Ch. 506; 21 W. R. 667; *Exp. Rector of Kirksmeaton*, 20 Ch. D. 203; and may be invested accordingly: *v. sup.* Vol. I., p. 201.

And by the Settled Land Act, 1882 (45 & 46 V. c. 38), s. 32, where, under an Act incorporating the Lands Clauses Acts or Settled Estates Acts, or under any other Act, money is in, or is paid into Court, "and is liable to be laid out in land to be made subject to a settlement, then, in addition to any other mode of dealing therewith authorized by the Act under which the money is in Court, that money may be invested or applied as capital money arising under this Act on the like terms, if any, respecting costs and other things, as nearly as circumstances admit, and, notwithstanding anything in this Act, according to the same procedure, as if the modes of investment or application authorized by this Act were authorized by the Act under which the money is in Court."

Under this section money paid in under the Lands Clauses Acts, in respect of land belonging to a charity, has been invested in railway debenture stock: *Re Byron's Charity*, 53 L. J. Ch. 152.

As to the investment of "capital money" under the Settled Land Acts, *v. sup.* Vol. II., Chap. XLV., pp. 1524—1527.

A proposed investment under sect. 69 in guaranteed railway stock of the purchase-money of a lunatic's estate, taken by a public body under the Act, has been treated as a reinvestment in land, the name of the public body being omitted from the title of the account: *Re Buckingham*, 2 Ch. Div. 690; and see *Re Milnes*, 1 Ch. Div. 28.

An interim investment on mortgage will be allowed if the security, on inquiry, be found sufficient: *Re Smith's Estate*, 9 Eq. 178; *Exp. Franklyn*, 1 D. & S. 528; *Reading v. Hamilton*, 5 L. T. N.S. 628; and, for the purposes of costs payable by the co. under sect. 80, will not be treated as a permanent investment: *Re Blyth's Trusts*, 16 Eq. 468; *Sewart's Estate*, 18 Eq. 278 (not following *Re Lomax*, 34 Beav. 294; *Flemon's Trusts*, 10 Eq. 612; *Wilkinson's Estate*, 16 W. R. 537).

And a mortgage of corporation waterworks and borough rates has been allowed as a proper security for this purpose: *Exp. Huddersfield Corpn.*, *sup.* p. 2011.

Investment of the fund in Court, and payment of the dividends to the tenant for life will be ordered in the absence of circumstances disentitling him

thereto, although the conveyance has not been executed by all necessary parties: *Re Wrey*, 13 W. R. 542; *Re Hungerford*, 1 K. & J. 413.

Payment of dividends will be ordered to the person in possession when the land was taken, though his title may be doubtful: *Re Perry's Estate*, 1 Jur. N.S. 917; or there may be a dispute as to the persons who ought to be parties to the conveyance: *Exp. Cofield*, 11 Jur. 1071.

Where the title to part of the land was doubtful, an apportionment of the purchase-money was ordered, and so much as was equivalent to the property to which a good title was shown was transferred to a separate account, the dividends to go to the tenant for life, but the capital not to be paid out without notice to the co.: *Re Perks' Estate*, 1 Sm. & G. 545.

When the land taken is vested in trustees of a settlement, the order for investment may direct payment of the dividends to the trustees or either of them: *Re Clinton*, 8 W. R. 492; *Re Coulson*, 17 L. T. N.S. 27. See Payment Schedule, Form No. 2.

Before the Apportionment Act, 1870, dividends on invested purchase-money were not apportionable: *Re Longworth*, 1 K. & J. 1; *Re Lawton's Estates*, 3 Eq. 469; but that Act has made them so: *v. sup.* p. 1482.

SECTION III.—APPLICATION OF FUND IN COURT.

MODES OF APPLYING FUND.

By sect. 69 of L. C. C. Act, 1845, purchase-money or compensation deposited in pursuance of the section is to remain so deposited until applied to some one or more of the following purposes:—

—in the purchase or redemption of the land-tax, or the discharge of any debt or incumbrance affecting the land in respect of which such money shall have been paid, or affecting other lands settled therewith to the same or the like uses, trusts, or purposes;

—in the purchase of other lands, to be conveyed, limited or settled upon the like uses, trusts, or purposes, and in the same manner, as the lands in respect of which such money shall have been paid stood settled;

—if such money shall have been paid in respect of any buildings, taken under the authority of this or the special Act, or injured by the proximity of the works, in removing or replacing such buildings, or substituting others in their stead, in such manner as the Court of Chancery (now Chan. Div.), shall direct;

—in payment to any party becoming absolutely entitled to such money.

And by sect. 70, such money may be so applied upon an order made on the petition of the party who would have been entitled to the rents and profits of the lands in respect of which the money was deposited.

For orders under these sections, *v. inf.* pp. 2017—2027.

PROCEDURE FOR APPLICATION OF FUND.

By O. LV. 2 (2), “applications for payment or transfer to any person of any cash or securities standing to the credit of any cause or matter, where the cash does not exceed £1,000, or the securities do not exceed £1,000 nominal value,” and (7) “applications for interim and permanent investment, and for payment of dividends under the L. C. C. Act, 1845, and any other Act, whereby the purchase-money of any property sold is directed to be paid into Court,” are to be respectively made by summons in Chambers: see *Exp. Mayor of London*, 25 Ch. D. 384.

These two clauses are to be read together as regards applications under the Lands Clauses Acts: *Exp. Maidstone and Ashford Ry. Co.*, *Exp. Bala and Festiniog Ry. Co.*, 25 Ch. D. 168; *Re Calton's Will*, 25 Ch. D. 210; *Re Brandram*, 25 Ch. D. 366; *Re Mudgwick*, 25 Ch. D. 371; and where the fund exceeds £1,000 the application for payment out must be by petition: *May v.*

Dowse, W. N. (84) 122; *Re Evan Evans*, 54 L. T. N.S. 527; *Re Howarth*, W. N. (85) 48.

But the Court in any case has a discretion, and where application by petition is cheaper and more expeditious, may allow the costs, but the risk is that of the applicants: *Re Bethlehem and Bridewell Hospitals*, 30 Ch. D. 511.

An application for payment out of Court to the master and fellows of a college on an undertaking to apply the money in building two residences as an addition to the college, is not within the terms of clause 7: *Exp. Jesus Coll., Camb.*, 50 L. T. N.S. 583; and see *Re Arnold*, 31 Sol. Jo. 560; *Re Earl de Grey's Entailed Estates*, W. N. (87) 241; *Re Hargreave's Trust, Exp. Mayor of Bradford*, 58 L. T. N.S. 367.

The petition or summons should be entitled "In the matter of the will or settlement of A. B.," and of the Lands Clauses Consolidation Acts, 1845 and 1869, and the particular Act by its short title.

In cases under sect. 70, the tenant for life is the proper person to apply: *Exp. Metn. Ry. Co.*, 16 W. R. 996; and the summons need not be served on any person entitled in remainder: *Exp. Staples*, 1 D. M. & G. 294.

But where the application is under sect. 74 as well as under sect. 70, the remaindermen, being parties interested within the meaning of that section, should be served: *Re Crane's Estate*, 7 Eq. 322.

So, also, where the summons is for application of the fund otherwise than by reinvestment in land, the presence of the remainderman is necessary: *Re Leigh's Estate*, 6 Ch. 887, 890, n.; e.g., where the fund is to be applied in permanent improvements, in which case his consent is necessary: *S. C.*, 6 Ch. 892; but see *Re Aldred's Estate*, 21 Ch. D. 228, where, under the circumstances of the trust, the order was made without requiring service on the remaindermen.

Upon the petition, under sect. 69, of a widow entitled for life or until her marriage, the fund was paid out to the trustees of the settlement, they undertaking to hold the same upon the trusts thereof: *Evans' Settlement*, 14 Ch. D. 511; and in *Re Wright's Trusts*, 24 Ch. D. 662, where there was no power of sale under the will, and the tenant for life was one of two trustees who were desirous of retiring, two trustees were appointed and the fund paid out to them to be held on the trusts of the will: see also *Re Harrop's Trusts*, 24 Ch. D. 717.

The summons for payment or transfer should be served on persons having charges on the land taken, who should at the same time, in cases where their interests are not affected, be tendered 30s. for costs: *Re Gore Langton*, 10 Ch. 328; *Re Hungerford*, 3 K. & J. 455; and see O. LXV. 27 (19).

On the question when trustees should be served, see *Exp. Metn. Ry. Co.*, 16 W. R. 996; *Re Finch*, 14 W. R. 472; *Henniker v. Chafy*, 35 Beav. 124; *Re D. of Cleveland's Harte Estates*, 1 Dr. & Sm. 46; Dan. 1879; 6th ed. 2161; *et inf.* p. 2041.

Where an infant is entitled to appear, a guardian *ad litem* should be appointed: *Re Johnson's Settlements*, 8 Eq. 348; *Re D. of Cleveland*, 1 Dr. & S. 46; *et v. sup.* pp. 826, 827.

The sanction of the Charity Commrs is not required to an application for the reinvestment of a fund belonging to a charity: *Re Lister's Hosp.*, 6 D. M. & G. 184; *Re Cheshunt College*, 1 Jur. N.S. 995; and see *Braund v. E. Devon*, 3 Ch. 800, 806; *Re St. Giles Vol. Corps.*, 25 Beav. 313; *sup.* pp. 1111, 1112; *secus*, where the application is for payment out to three of the trustees of a charity having no power of sale: *Re Faversham Charity*, 10 W. R. 291.

Under the Universities and Colleges Estates Acts, 1858 to 1880, the consent of the Board of Agriculture (to be evidenced by an order as mentioned in sect. 27 of the Act of 1858) must be obtained previous to the application of purchase-moneys of college property: *Re King's College, Cambridge*, (1891) 1 Ch. 333, 677.

Where the scheme provided for vesting the charity property in the official trustee of charity lands and official trustees of charitable funds, the official trustees were properly made respondents and served: *Re Stafford's Charity*, 57 L. T. N.S. 846; W. N. (87) 252.

Where the title of the landowner was disputed by the Crown, a petition by him for payment out was directed to stand over until the claim of the Crown was disposed of: *Re Munor of Lovestoft, Exp. Reeve*, 24 Ch. Div. 253.

Where an order has been made in one branch of the division, subsequent

applications should be made to that branch: *Re Browne*, 14 W. R. 298; O. v. 9 (2).

Orders for payment out under the Act cannot be made conditionally, *e.g.*, that the vendor should give up title deeds of a lease which the co. had vested in themselves by deed poll: *Re Taylor, T. v. Whittaker*, W. N. (90) 9.

When two funds, having been separately dealt with in different branches are to be invested in one purchase only, one petition (or summons) should be presented: *Re Gore Langton*, 10 Ch. 328; and upon the consent of both Judges, leave was given to present one petition in both matters, without transfer of either: *Re Ld. Arden*, 10 Ch. 445.

Where, after the date of an order on a petition the petitioners died, an order was made, under O. L., 1875, now O. XVII., to carry on the proceedings: *Re Atkin's Estate*, 1 Ch. D. 82.

AFFIDAVIT OF TITLE AND OF NO OTHER CLAIM.

Applicants claiming to be entitled to the fund in Court must make an affidavit verifying their title, and stating that they are "not aware of any right in any other person, or of any claim made by any other person," to the sum claimed, or any part thereof; or, if the petitioners are aware of any such right or claim, they must in their affidavit state, or refer to, and except it: see *Re Fleet Market Act*, 2 Y. & J. 493; *Exp. Grainge*, 3 Y. & C. 62, 66, n.; *Exp. Hollick*, 4 Ry. Ca. 498; 16 L. J. Ch. 71; *Re Braye*, 9 Ha. vii.; O. LII. 18.

Even if the application is merely for transfer to a separate account, and for payment of the interest to a tenant for life, the practice of the Court is to require the production of such an affidavit: *Exp. St. Thomas's Hospital*, V.-C. K. B., 20 Dec. 1850; and so, too, where the income only is to be dealt with: *Exp. St. Mary's Coll.*, 14 W. R. 788; *Re Milne's Estate*, 1 N. R. 516; but see *Re Smith*, 14 W. R. 949; *Re President and Scholars of Magdalen Coll.*, 42 L. T. N.S. 822; so, too, the affidavit was required on a petition for reinvestment in building, &c.: *Re Johnson's Settlement Trusts*, 8 Eq. 348.

When the affidavit has been made in proof of the title of the tenant for life, another affidavit is not called for when the life drops, and the petition is for distribution of the corpus of the fund: *Re Dunn's Estate*, V.-C. H., 24 Aug. 1874, A. 2375.

Charges on the land taken should be mentioned in the petition.

The Court may dispense with the affidavit being made by all the applicants: *Jersey v. J.*, *Re Vale of Neath Ry. Act*, W. N. (66) 78.

In the case of charity land, an affidavit by the clerk to the trustees was held sufficient: *Re Edw. VI.'s Almshouses*, 16 W. R. 841.

The affidavit of the bursar of a college, or of the solr or secretary of a co., or corporation, is accepted.

(I.)—DISCHARGE OF INCUMBRANCES.

1. Purchase or Redemption of Land Tax—Sect. 69.

THIS Court being of opinion that it is fit and proper that the sum of £— cash in Court to the credit of &c., or a sufficient part thereof, should be applied in the purchase or redemption of the land tax affecting the lands described in the contract in the petition mentioned, dated &c.; Let the fund in Court be dealt with as directed in the schedule hereto, the Petrs by their counsel undertaking to pay to the Chancery broker the brokerage on the investment thereby directed.—Co. to pay costs when taxed.—[Add Schedule directing investment of sufficient cash without deducting brokerage, and transfer of stock purchased to the Commrs for the Reduction of the National Debt as the consideration for the redemption of the land tax charged on the

lands in the contract mentioned.—See Payment Schedule, Form No. 69.]

Where the contract for redemption of land tax is for a sum of cash, the cash is to be transferred to the "account of the public moneys of the Receiver General of Inland Revenue": *Re Bethlem Hospital*, M. R. 27 Feb. 1875, A. 499; 19 Eq. 457.

For order for leave to apply residue of fund, after purchase of an estate, in redeeming land tax charged upon the episcopal estates, and to enter into a contract for that purpose, see *Re Syston, &c. Ry., Exp. Bp. Peterborough*, V.-C. E., 15 Jan. 1847, B. 314; and for further order for completion of a contract to redeem, and for transfer of consols to the land tax commrs, with liberty to the bishop to make up the deficiency of the fund, see *S.C.*, 26 Mar. 1847, B. 686.

For order for leave for a rector to contract for redemption of land-tax on the rectorial tithes, and for transfer of the consideration out of the fund in Court, and reinvestment in land, see *Wilts, &c. Ry., Exp. R. of Maiden Newton*, M. R. 28 July, 1859, B. 2412.

For order, where the purchasers had redeemed the tax, and provision was made for their reimbursement out of the fund in Court, see *Re Emanuel College*, V.-C. B., 6 July, 1878, A. 2135.

2. Discharge of Incumbrance—Sect. 69.

THIS Court being of opinion that it is fit and proper that the £— cash in Court &c., should be applied in the discharge of the incumbrance created by the indenture dated &c. in the petition mentioned; Let a proper reconveyance [or reassignment] of the hereditaments &c. comprised in the said indenture be settled by the Judge; And Let, upon the execution thereof by such parties thereto as the Judge shall direct being certified, the fund in Court be dealt with as directed in the schedule hereto; And thereupon Let such person or persons deliver, upon oath, all documents in his or their custody, possession or power, relating to the said hereditaments, to such person or persons as shall for that purpose be named in such certificate.—[Add Payment Schedule, Form No. 68.]

For inquiry whether it was for the benefit of the persons interested that part of the fund should be applied in discharge of an incumbrance, see *Exp. Holmes*, V.-C. E., 16 Mar. 1849, B. 644.

3. The Like—Where Incumbrance equitable.

THIS Court being of opinion that it is fit and proper that the sum of £— cash in Court to the credit of &c., should be applied towards the redemption (discharge) of the incumbrance created by the indenture dated &c., Let a receipt for the said sum be indorsed on the said indenture dated &c., and signed by the Petrs C. &c.; And Let, upon such receipt being signed by the Petrs C. &c., the fund in Court &c., be dealt with as directed in the schedule hereto.—Direction to tax costs of taking lands, and of application.—[Add Payment Schedule, Form No. 68, adapted to these conditions.]—See *Re Reay*, V.-C. K., 23 March, 1855, B. 661.

For like order to pay off one incumbrance, and the residue of the purchase-money to be applied in part payment of subsequent incumbrancers, see *Re Macclesfield School*, V.-C. W., 3 July, 1855, B. 1114.

NOTES.

REDEMPTION OF LAND TAX.

Compensation money may be applied in redemption of the land tax on other lands of the persons entitled, and the costs of such redemption are payable by the co. under sect. 80: *Re Bethlem Hosp.*, 19 Eq. 457; *Re V. of Queen Camel*, 11 W. R. 503; *Re L. B. & S. C. Ry. Co.*, 18 Beav. 608; *Exp. Beddoes*, 2 Sm. & G. 466; and so under a private Act, which provided that the co. should pay costs of investment in "lands, tenements, and hereditaments:" *Exp. St. Katharine's Hospital*, 17 Ch. D. 378; and see *Exp. Trafford*, 2 Y. & C. Ex. 522.

So, too, the costs were borne by the co. where money in Court was applied partly in redemption of land tax, and partly in repaying the vendor, tenant for life, sums expended by him in redemption of land tax more than twenty years before the passing of the Cos. Act: *Exp. L. Northwick*, 1 Y. & C. Ex. 166.

DISCHARGE OF INCUMBRANCES.

The costs of payment of incumbrances are not payable by the co.: *v. inf.* pp. 2039, 2040.

The purchase-money of land compulsorily taken from a municipal corporation may be applied in paying off an incumbrance on other lands of the corporation: *Exp. Corp. of Cambridge*, 6 Ha. 30; 5 Ry. Ca. 204; *Exp. Corp. of London*, 5 Eq. 418.

A beneficial lease is an incumbrance on the lands of a corporation, and may be bought up with money in Court under sect. 69: *Exp. Corp. of Sheffield*, 21 Beav. 162; and see *Exp. Bp. of London*, 2 D. F. & J. 14.

So, too, the purchase-money of land belonging to a corporation was applied in payment off of mortgages of certain tolls, and of bonds which had been given by the corporation for money borrowed under an Act of Parliament, and which were payable out of the borough fund: *Re Derby Municipal Estates*, 3 Ch. D. 289.

When the money is to be applied in discharge of a mortgage on other land of the vendor, the mortgage deed must be proved by the attesting witness, notwithstanding the C. L. P. Act, 1854, s. 26: *Re Reay*, 1 Jur. N.S. 222 (V.-C. K., after consulting the other Judges).

(II.)—REINVESTMENT IN LAND.

1. Reinvestment in Land—Interest of Residue paid to Tenant for Life —Sects. 69, 70.

THIS Court being of opinion that the freehold [or copyhold, or leasehold] estate [or lands, or hereditaments], situate &c., in the petition mentioned, is (are) a fit and proper purchase wherein to invest the sum of £—, to be raised as hereinafter mentioned, Let an inquiry be made whether a good title can be made to the said estate [or lands, or hereditaments] [or Let an inquiry be made whether the freehold &c. estate (or lands, or hereditaments) &c. is (or are) a proper purchase wherein &c. (as above); and if so, whether a good title can be made to the said estate (or lands, or hereditaments)]; and in case a good title can be made thereto, Let a proper conveyance [or assurance, or assignment] of the said estate [or lands, or hereditaments] be settled by the Judge; And Let, upon the execution of such conveyance [or assignment] by such parties thereto as the Judge shall direct, being certified

[or upon its being certified that such assurance has been duly made by such parties as the Judge shall direct], the fund in Court be dealt with as directed in the schedule hereto, the Petrs by their counsel undertaking to pay to the Chancery broker the brokerage on the sale thereby directed.—[Add Payment Schedule Forms 68 and 1].

For order approving purchase, and directing inquiry "whether a good holding title can be made to the said estate and premises," with consequent directions. see *Re L. and Brighton Ry. Co., Exp. Haberdashers' Co.*, M. R., 30 July, 1857, B. 1672; and see *Re Martin*, M. R., 17 Jur. 30.

For an order where the Court was of opinion that both the reference of title and settlement of conveyance might be dispensed with, see *Re Stowell*, V.-C. M., 18 Jan. 1878, B. 98.

For order for the investment of the purchase-money of leaseholds in the purchase of the reversion in fee of other leaseholds, where the owners were infants, and for a conveyance to a trustee in trust for the infants, their exors and admors, until they should attain twenty-one, and afterwards in trust for them in fee, see *Re Brasher's Trust*, 6 W. R. 406.

For order for investment in leasehold and copyhold estates, see *Re L. and Brighton Ry. Co.*, M. R., 22 Mar. 1859, B. 1467.

And for order for investment in copyholds, with inquiry as to fines, and the receiver to pay them, see *Thellusson v. Woodford*, Form 1, *inf.* p. 2077.

For order for reinvestment in purchase of a copyhold estate, held of a manor whereof the incumbent was lord, of purchase-money of lands belonging to a living, see *Re Johnes*, M. R., 7 Dec. 1861, A. 2359.

For proceedings under an order for reinvestment in land, see *Anon.*, 18 Jur. 742.

In *Re Blomfield*, 25 W. R. 37, on a petition for reinvestment of a sum of £50 in land adjoining the settled estate, the usual order of reference as to title was made, but the Court gave leave to apply in Chambers that the investigation of the title might be dispensed with.

2. *The Like—In Two Estates—Petitioner to supply Deficiency—* *Sect. 69.*

THIS Court being of opinion that the freehold hereditaments situate &c., comprised in the agreement in the petition mentioned, dated &c., and made between &c., are a proper purchase wherein to invest the sum of £—, to be raised as hereinafter mentioned; And being also of opinion that the freehold hereditaments situate &c., comprised in the agreement in the petition mentioned, dated &c., and made between &c., are a proper purchase wherein to invest the sum of £— to be raised as hereinafter mentioned; And the Petrs, by their counsel, undertaking to supply any deficiency in the funds hereinafter mentioned, to make good the purchase-money of the said two estates, Let an inquiry be made whether a good title can be made to the estates respectively comprised in the said agreements, dated &c., or to either of the said estates; And in case a good title can be made to the said estates, or either of them, Let proper conveyances or a proper conveyance of the said estates respectively, or of that estate to which a good title can be made, be settled by the Judge; And Let, upon the execution of such conveyances or conveyance by such parties thereto as the Judge shall direct, being certified, the fund in Court be dealt with as directed in the schedule hereto, the Petrs, by their counsel, undertaking to pay to the Chancery broker, the brokerage on the sale thereby directed.—[Add

Payment Schedule, Form No. 68.]—See *Exp. Douthwaite*, V.-C. K., 1 Aug. 1853, A. 1471.

3. *The Like*—Part of Purchase-money provided out of Fund standing to another Credit—Stamp Duty—Costs.

THIS Court being of opinion that the purchase of the lands, in the agreement dated 7th December, 1888, mentioned, is a fit and proper purchase &c., Direct usual inquiry as to title, with consequential directions; And the Court being of opinion that the purchase of the lands in the agreement dated 8th December, 1888, is a fit and proper purchase &c., Direct usual inquiry as to title, with consequential directions; And Let it be referred to the Taxing Master to tax the costs of the Petr (including therein all reasonable charges and expenses of and incidental thereto of the reinvestment of the said moneys in the purchase of the said lands, and of obtaining this order, and of all proceedings relating thereto, except such costs, if any, as are occasioned by litigation between adverse claimants); And in such taxation the Taxing Master is to distinguish the amount of the *ad valorem* stamp upon the conveyance of the said lands in the said agreement dated 7th December, 1888, mentioned, and to apportion the same rateably in the proportion which the funds mentioned in Payment Schedule I., and so much of the funds in Court mentioned in Payment Schedule II. taken in aid, respectively bear to the whole of the purchase-money of £2,500 therein mentioned; And the Taxing Master is also to distinguish the costs of the reinvestment in the purchase of the lands in the said agreement dated 8th December, 1888, including the *ad valorem* stamp thereon, and to certify the amount of the costs hereby directed to be taxed (other than the amounts so to be distinguished) in moieties as payable by the G. W. Ry. Co., and by the funds in Payment Schedule II. respectively, but so that the moiety to be paid by the G. W. Ry. Co. shall not exceed a moiety of the costs which would have been incurred by the Petr if this application had been made by summons adjourned to the Judge in Chambers instead of by petition, and had related to the said agreement dated 7th December, 1888, only; And the Taxing Master is to add to the moiety so payable by the G. W. Ry. Co. the proportion of the *ad valorem* stamp, apportioned and distinguished as aforesaid, of the said agreement dated 7th December, 1888, and to certify the total amount of the said costs payable by the G. W. Ry. Co.; And the Taxing Master is to add to the said moiety payable by the said funds in Payment Schedule II. the proportion of the *ad valorem* stamp, apportioned and distinguished as aforesaid, in respect of the said agreement dated 7th December, 1888, and also the said costs and *ad valorem* stamp so to be distinguished in respect of the reinvestment in the said agreement dated 8th December, 1888, mentioned, and to certify the total amount of costs payable by the said funds in Payment Schedule II.; but in case it shall appear that a good title cannot be made to the lands

comprised in the said agreement dated 7th December, 1888, then the Taxing Master is to certify the whole of the costs of and incident to the said last-mentioned agreement as payable out of the funds in Payment Schedule II. mentioned; And, pursuant to the 80th section of the Lands Clauses Consolidation Act, 1845, Let, upon the execution of the conveyance under the said agreement dated 7th December, 1888, the G. W. Ry. Co. pay to the Petr A. B. what shall be certified to be the total amount of the said costs payable by them.—[Add Payment Schedule, Form 68, for each ledger credit.]—*Re Perpetual Curate of Bilston*, North, J., 19 Jan. 1889, A. 224.

4. *The Like—In One Estate, out of Funds belonging to distinct Charities—Apportionment between them rateably—Sect. 69.*

PURCHASE approved; usual inquiry as to title; and proper conveyances, or a proper conveyance, to the H. Co., as governors of the charities, to be settled—"And Let the said messuages and lands, and the said purchase-money for the same, be apportioned between the charity of A. and the charity of J. respectively, in manner following, that is to say, such parts of the said messuages and lands as, with the timber thereon, shall be equal in value to the proportion which the produce of the £1,938:12s. 4d. New Cons. hereinafter directed to be sold shall bear to the entire purchase-money of £7,460, or as near thereto as the circumstances will admit, and as are convenient to be held with other lands belonging to the said charity of A., be apportioned to the said charity of A.; and the remaining parts of the said messuages and lands be apportioned to the said charity of J."—And Let, upon the execution of such conveyance &c., the fund in Court be dealt with as directed in the schedule hereto, the Petrs, by their counsel, undertaking to pay to the Chancery broker the brokerage on the sale thereby directed.—[Add Schedule, Forms Nos. 67, 68.]—See *Re London, Brighton, &c. Ry. Co., Exp. Haberdashers' Co.*, M. R. at Chambers, 1 April, 1856, B. 932.

For previous order for leave to bid at sale on account of the charities, to the extent of a specified sum for the whole, and for parts thereof to such amount as the petitioners might be advised by their surveyor, and adjourning rest of petition to Chambers, see *S. C.*, M. R., 30 July, 1855, B. 1409.

5. *Reinvestment in Land registered under the Land Transfer Act, 1875, subject to a Registered Charge under the same Act (38 & 39 V. c. 87).*

UPON the application of the Plts, and upon hearing &c., the Judge being of opinion that the freehold hereditaments situate at &c., comprised in the agreement dated &c., are a fit and proper purchase wherein to invest £—, to be raised as directed in the Schedule hereto, and that a good title has been made to the said hereditaments, and the form of transfer as prescribed by the Rules under the Land Transfer Act, 1875, having been approved by the Judge, Let the said £— be apportioned

between the registered proprietor or registered proprietors of the said hereditaments and the registered holder or registered holders of the charge for £— upon (*inter alia*) the said hereditaments, and let the amounts so to be apportioned, and the names of the persons to whom such amounts are payable, be certified; And Let, upon the signing of such form of transfer by the person or persons who shall be certified to be the registered proprietor or registered proprietors of the said hereditaments, and the signing of the form prescribed by the Rules under the Land Transfer Act, 1875, for cessation of charges by the person or persons who shall be certified to be the registered holder or registered holders of the said charge for £— being certified, the fund in Court be dealt with as directed by the Schedule hereto without deducting brokerage, the applicants by their solr undertaking to pay the same to the Court broker; And Let, pursuant to the 57th section of the Land Transfer Act, 1875, upon the entry upon the register at the Land Registry, under the said Act, of the applicants as registered proprietors of the said hereditaments, any dealing with the said hereditaments without an order of the Court be inhibited, and an entry to that effect made in the said register.—Costs under Lands Clauses Consolidation Act, *inf.* p. 2036.—[Add Payment Schedule, containing following direction:—“Upon the signing of the form of transfer as prescribed by the Rules under the Land Transfer Act, 1875, in this order mentioned, and upon the signing of the form for cessation of charges, as prescribed by the said Rules in this order also mentioned, by such person or persons as the Judge shall direct, being certified, sell sufficient New Consols to raise £—, without deducting brokerage.—Pay amounts to be apportioned by chief clerk’s certificate to the persons to whom such amounts shall be certified to be payable.”]—*Re Hoath, Hoath v. The Shortlands and Nunhead Ry. Co.*, Kekewich, J., 18th March, 1893. A. 743.

6. *Purchase-money of Copyholds applied in enfranchising other Copyholds settled on the like Trusts—Sect. 69.*

“LET the agreements for enfranchising the copyhold or customary lands to which the Petr and B. deceased were admitted, as in the petition mentioned, and which are now held of the respective manors of E. and W. by the Petr, as surviving trustee, upon the trusts of the will of the testator, C., be respectively carried into effect; And Let an inquiry be made whether valid enfranchisements can be made thereof respectively; And if so, Let an inquiry be made whether a good title can be made to the respective manors of which the said copyhold lands are holden; And if it shall appear that a good title can be made thereto, Let proper deeds for carrying the said enfranchisements respectively into effect be settled by the Judge.”—Tax and pay costs [Form 1, p. 2036].—[Add Payment Schedule containing directions to raise consideration money out of fund in Court, and pay

same to persons to be named in the Chief Clerk's certificate.]—*Re Shirley, M. R.*, 8 June, 1861, B. 1295.

NOTES.

The proceeds of leaseholds were, on the application of all parties interested, invested in freeholds: *Re Parker's Estate*, 13 Eq. 495;

—of a freehold chapel were paid out to the trustees for investment in a leasehold chapel to be used in place of that taken: *In re Rehoboth Chapel*, 19 Eq. 180; but see *Exp. Macaulay*, 23 L. J. Ch. 815;

—of freeholds, copyholds, and leaseholds were invested in copyholds of inheritance: *Re Browne*, 6 Ry. Ca. 733;

—of freeholds have been applied in enfranchising copyholds: *Re Cheshunt College*, 1 Jur. N.S. 995;

—of copyholds were applied in enfranchising other copyholds held on the same trusts: *Dixon v. Jackson*, 25 L. J. Ch. 588;

—of leaseholds, in purchasing the reversion of other leaseholds held by the vendors who were infants, the conveyance being made to a trustee, and trusts declared accordingly: *Re Brasher*, 6 W. R. 406;

—of leaseholds, in purchasing copyholds: *Re Coyte's Estate*, 1 Sim. N.S. 202;

—of leaseholds, in permanent repairs to copyholds: *Re Aldred's Estate*, 21 Ch. D. 228;

—of freeholds, in purchasing copyholds, on proof that the investment was proper: *Re Cann*, 15 Jur. 3.

The Court would not sanction investment in the purchase of an equity of redemption: *Exp. Craven*, 17 L. J. Ch. 215; *Exp. Portadown, &c. Ry. Co.*, 1. R. 10 Eq. 368.

(III.)—INVESTMENT IN BUILDINGS.

1. *Inquiry as to removing or replacing Buildings, or substituting Others—If approved, Fund to be applied—Sect. 69.*

LET an inquiry be made whether it is fit and proper that any and what part of the sum of £— cash &c. [Form 1, p. 2017] should be applied in removing [or replacing] the buildings taken by the said company [or injured by the proximity of the works of the said company, or in substituting other buildings for the buildings taken &c., or injured &c., as above], as in the petition mentioned, and in what manner; And in case the Judge shall be of opinion that it is fit and proper that any part of such cash should be so applied, Let the Pet be at liberty to remove [or replace] such buildings [or substitute other buildings for the buildings taken &c., or injured &c., as above] in such manner as shall be certified to be fit and proper; And Let, upon such removal [or replacing, or substitution] being completed, the sum which shall be certified to be fit and proper to be applied in manner aforesaid be paid out of the said sum of £— cash &c., to such person or persons as shall be named in the certificate as entitled to receive the same.—Co. to pay taxed costs.—[Add Payment Schedule, Form No. 56.]

For inquiry as to applying the fund, or any part, in the removal of old buildings, see *Re Beridge, V.-C. E.*, 19 Jan. 1849, A. 529; and for further order, *S. C.*, 1 June, 1849, A. 1456.

2. *The Like—Without previous Inquiry—Advances during the Progress of the Works—Sect. 69.*

THIS Court being of opinion that it is fit and proper that the sum of £—, cash in Court &c. [Form 1, p. 2017], should be applied in removing [*or replacing*] the buildings taken by the said co. [*or injured by the proximity of the works of the said co.*], as in the petition and the affidavit of — mentioned [*or in substituting other buildings for the buildings taken &c. or injured &c.* [Form 1, p. 2024]], in the manner in the petition and the said affidavit specified, Let the Petr be at liberty to remove [*or replace*] such buildings [*or substitute other buildings for the buildings so taken &c., or injured &c.*], in the manner so specified; And during the progress of such works, Let the fund in Court be dealt with as directed in the schedule hereto.—[Add Payment Schedule, containing directions to raise such sum as shall from time to time be certified to be proper to be paid, in respect of the amount actually laid out or expended in the works, not exceeding the sum of £—, and payment to such person or persons &c.; and upon the completion thereof being certified, for payment of the residue].

In *Re Dummer's Will*, 2 D. J. & S. 515, the Court refused to allow any portion of the fund to be paid out until the whole of the works should be completed.

For an order to lay out part of the compensation money in Court in taking down trade buildings on a settled estate, which, from the construction of the line, had become useless, and erecting dwelling-houses on their site, and roofing farm buildings with slate or tile instead of thatch, see *Re Johnson's Settlements*, 8 Eq. 345.

3. *Erection of Buildings on Glebe Lands.*

THE application of A. B. &c., which, upon hearing &c. in Chambers, was adjourned &c., and upon hearing counsel for the applicant and for the respondents, and the applicant by his counsel undertaking to complete the farmhouse &c. at his own expense if the £—, hereinafter directed to be allowed, will not be sufficient for that purpose; Declare that it is fit and proper that a sum not exceeding £— should be authorized and directed to be expended in and about the erection &c., on &c., being part of the glebe lands of the rectory of &c.; Let, during the progress of the works, such sum, not being less at any one time than £—, as shall from time to time be certified as proper to be paid in respect of the amount actually expended upon such works, be paid to such person or persons as shall be certified as entitled to receive the same; And Let, upon completion of the said works being certified, the residue of the sum payable in respect thereof be paid to such person or persons as shall be certified as entitled to receive the same, but so that the aggregate of the sums to be received does not exceed £— in the whole.—Let funds in Court be dealt with &c.—[Add Payment Schedule, Form No. 56.]—*Exp. The Derby Waterworks Co., Kay, J., 21 June, 1884, A. 2204.*

4. *Purchase-money to be paid to the Governors of Queen Anne's Bounty, to be applied in erecting Cottages on Glebe Land.*

THIS Court being of opinion that it is fit and proper that the sum of £400 should be applied in the erection by the Governors of Queen Anne's Bounty of two large and substantial labourers' cottages on the lands in the petition mentioned, Let the fund in Court be dealt with as directed in the schedule hereto.—[Add Payment Schedule, Form No. 56.]—See *Exp. Rector of Snailwell*, V.-C. M., 21 June, 1878, B. 1794.

5. *Repayment of Sums expended by Tenant for Life in permanent Improvements—Sect. 69.*

(By consent of the tenant for life and of the remainderman, who was required to be served), Let an account be taken of all sums of money properly laid out and expended by the Petr (*the tenant for life*) in permanent improvements on the estate situate at F—in the petition mentioned; And Let the fund in Court be dealt with as directed in the schedule hereto.—[Add Payment Schedule, Form No. 56.]—*Re Peal's Estates, Exp. The Stockton, &c. Ry. Co.*, V.-C. W., 25 June, 1859, B. 2045.

The consent of the remainderman is essential: *Re Leigh's Estate*, 6 Ch. 887; but see *Re Aldred's Estate*, 21 Ch. D. 228.

NOTES.

The following applications of funds in Court have been sanctioned either under the terms of s. 69, or as reinvestments in land:—

— payment out for building purposes, on a surveyor's certificate of the completion of the works: *Re Dummer's Will*, 2 D. J. & S. 515; see *Re Partington's Estate*, 1 N. R. 177; *Exp. Jesus Coll. Camb.*, 50 L. T. N.S. 583; Dan. Ch. Pr., 6th ed. 2141 *seq.*; and see *Re Hargreave's Trust, Exp. Mayor of Bradford*, 58 L. T. N.S. 367 (as to form of application);

— permanent additions to a house, part of a settled estate: *Re Speer's Trusts*, 3 Ch. D. 262;

— drainage of glebe lands: *Re Vicar of Queen Camel*, 11 W. R. 503; and inclosure of common lands allotted to a rector, who had power to sell part for this purpose: *Exp. Lockwood*, 14 Beav. 158;

— erection of farm buildings on glebe land: *Exp. R. of Shipton*, 19 W. R. 549; and see *Exp. Dean, &c. of Canterbury*, 10 W. R. 505; or on settled land: *Exp. Melward*, 27 Beav. 571;

— erection of rectory house: *Exp. R. of Hartington*, 23 W. R. 484; 32 L. T. 248; *Re Incumb. of Whitfield*, 1 J. & H. 610; *Re Vicar of Brymbo*, V.-C. M., 21 April, 1871, *inf.*;

— permanent repairs to a copyhold house out of proceeds of sale of leaseholds, held on the same trust: *Re Aldred's Estate*, 21 Ch. D. 228;

— erecting shed and pigstyes, on evidence that these buildings formed a permanent improvement, and increased the renting value of the glebe: *Exp. R. of Holywell-cum-Needlingworth*, 27 W. R. 707;

— improving and adding to rectory house, the money to be paid to the bishop's secretary: *Exp. R. of Claypole*, 16 Eq. 574; or in repairing rectory buildings: *Exp. R. of Grimoldby*, 2 Ch. D. 225;

— improving advowson by purchase of adjacent objectionable property: *Exp. Trin. Coll. Camb.*, 18 L. T. N.S. 849;

— procuring and fitting up temporary buildings for hospital purposes: *Re St. Thomas's Hospital*, 11 W. R. 1018;

— taking down useless buildings and erecting dwelling-houses on their site, removing a stack yard, and improving farm buildings: *Re Johnson's Settlements*, 8 Eq. 348;

— pulling down dilapidated houses and erecting in their place large artizans' dwellings: *Matthews v. Wilson*, W. N. (83) 110;

— payment to an owner, who had restored buildings on the settled estates upon a compulsory notice under the Metn. Building Acts: *Exp. Davis*, 3 D. & J. 144;

— payment to the Governors of Queen Anne's Bounty to be applied by them in the erection of cottages for labourers: *Exp. R. of Snailwell*, Form 4, *sup.* p. 2026;

— payment to the trustee of infant vendor, to be expended on buildings certified to be necessary: *Exp. Shaw*, 4 Y. & C. 506; *Re Wigan Glebe Act*, 3 W. R. 41;

— payment to tenant for life, to repay the expense of building necessary cottages, on the certificate of the Chief Clerk that they had been built: *Re Wight*, 6 W. R. 718;

— payment of £362 to the tenant for life for building cottages on the estate was ordered, on evidence that half the contract price had been expended: *Re Earl de Grey's Entailed Estate*, W. N. (87) 241.

In *Exp. Barrett*, 19 L. J. Ch. 415, a sum of £30 remaining uninvested, and in *Exp. Smith, Re Kell's Guardians*, 21 L. R. Ir. 346, a sum of £34:2s. paid into Court, was ordered to be paid to tenant for life, on his undertaking to lay it out in lasting improvements on the property purchased.

Under the Universities Estates Acts, 1858 and 1880, money paid into Court under the Lands Clauses Act was invested in the erection of new buildings, on the college undertaking to repay the same in thirty annual instalments; but since the Act of 1880, the consent of the Board of Agriculture is necessary to the application of such money: *Exp. King's Coll. Camb.*, (1891) 1 Ch. 333, 677; *q. v.* as to the form in which such consent should be evidenced.

And generally the application of the fund in buildings or improvements will be sanctioned, if the remainderman consents, on the ground that it is a permanent augmentation of the property: *Re Leigh's Estate*, 6 Ch. 887; and see *Williams v. Aylesbury and Buckingham Ry. Co.*, 9 Ch. 684; *Re Newman*, *Ib.* 681; and in a proper case service on the remainderman may be dispensed with: *Re Aldred's Estate*, 21 Ch. D. 228.

But the fund will not be applied in repairs, or in recouping to the tenant for life any outlay not properly a charge on the inheritance: *Re Leigh's Estate, sup.*; *Re Aldred's Estate, sup.*; *et v. sup.* Vol. II. p. 1481.

So, too, money in Court was not applied—

— in restoring the chancel of a church, or repaying a loan from the Governors of Queen Anne's Bounty: *Exp. R. of Grimoldby*, 2 Ch. D. 225;

— in recouping advances by an incumbent for rebuilding a parsonage: *Williams v. Aylesbury and Buckingham Ry. Co.*, 9 Ch. 684; and see *Exp. R. of Hartington*, 23 W. R. 484; *secus*, in the case of new buildings: *Exp. R. of Gamston*, 1 Ch. D. 477;

— in erecting municipal buildings which would produce no income (*diss. Knight-Bruce, L.J.*): *Exp. Corp. of Liverpool*, 1 Ch. 596;

— nor in stubbing up fences: *Exp. R. of Harby*, M. R., 7 Dec. 1878.

(IV.)—PAYMENT OUT.

1. Order for Payment Out to Person absolutely entitled.

THE Court being of opinion that the trustees of the settlements and of the will hereinafter named are the persons who are absolutely entitled to the funds in Court within the meaning of sect. 69; Let the fund in Court be dealt with as directed in the schedule hereto.—[Add Payment Schedule, Form No. 44.]—See *Re Hobson's Trusts*, C. A., 16 Feb. 1878, A. 321; 7 Ch. Div. 708.

For declaration that the residue of a fund in Court, after payment of costs, was divisible among the copyhold tenants of the manor of H., named in the first schedule to the Chief Clerk's certificate, and the freehold tenants

of the same manor named in the first part of the second schedule to the said certificate, according to the stints fixed by a clause of the bye-laws regulating the rights of common in the pleadings set forth, with consequent directions, see *Fox v. Amhurst*, V.-C. M., 16 July, 1875, A. 2976; 20 Eq. 403.

NOTES.

Persons absolutely entitled to a share of a fund in Court may apply for payment of their shares, without serving the persons entitled to the remainder of the fund: *Re Midland Ry. Co.*, 10 Jur. 1095; *Melling v. Bird*, 17 Jur. 155; and in such cases the co. or promoters cannot require the whole fund to be paid out, so as to save further costs: *Re Sowry*, 21 W. R. 718.

If the fund is under £1,000 cash, or, if securities, nominal value, the application should be by summons; otherwise by petition: *v. sup.* p. 2015.

Where a fund in Court is claimed by the person who would have been tenant in tail of the land represented by it, it is now settled that a disentailing deed must be executed before payment out: *Re Reynolds*, 3 Ch. Div. 61; *Exp. Smyth*, 1 R. 10 Eq. 66; *Re Butler's Will*, 16 Eq. 479; *Re Brooking*, 2 Giff. 31; and see *Re Broadwood*, 1 Ch. D. 438, though this was not required in *Re Row*, 17 Eq. 300; *Nottley v. Palmer*, 1 Eq. 241; *Re S. E. Ry. Co.*, 30 Beav. 215; *Re Holden*, 1 H. & M. 445.

But where the fund is less than £200, a disentailing deed has been dispensed with: *Re Tylden*, 11 W. R. 869; *Re Watson*, 10 Jur. N.S. 1011; *Sowry v. S.*, 8 W. R. 339.

A fund to which a married woman was entitled would not generally be paid out without a deed acknowledged by her, or her consent in Court: *Re Worthington*, M. R., 16 Dec. 1853; 9 W. R. 769, n.; *Re Hayes*, 9 W. R. 769; and see *Re Bilt*, 25 W. R. 901; though this was dispensed with where the amount was only £50: *Re Clarke's Estate*, 13 W. R. 401; but as to the effect of the Married Women's Property Act, 1882, *v. sup.* Vol. II., pp. 773 *et seq.*

A dowress has been held entitled to have the ascertained value of her right of dower paid out to her: *Re Hall's Estate*, 9 Eq. 179.

Trustees with power of sale have been held to be persons becoming absolutely entitled, and payment will be made to them accordingly, the co. or public body not opposing: *Re Hobson's Trusts*, 7 Ch. Div. 708; *Re Gooch*, 3 Ch. D. 742; *Re Thomas's Settlement*, 30 W. R. 244; *Re Ward's Estate*, 28 Ch. D. 100 (settlor, at whose request power was exercisable, concurring as petitioner); and see *Galliers v. Metn. Ry. Co.*, 11 Eq. 410; and so, too, payment to trustees having power to give receipts for the fund was ordered under special circumstances: *Re Illmann*, 18 W. R. 962; *secus*, where there was no such power: *Re Horwood*, 3 Giff. 218; and where lands were settled in trust for a widow *durante viduitate*, and afterwards on trust for sale, payment out was ordered to the trustees of the settlement, they undertaking to hold the money upon the trusts of the settlement: *Re Evans' Settlement*, 14 Ch. D. 511.

Re Hobson's Trusts has, however, been doubted, and *quære* whether the words of the section do not point to persons becoming absolutely entitled in beneficial interest: *Re Smith, Exp. L. & N. W. Ry. Co. and Midland Ry. Co.*, 40 Ch. Div. 386.

But under sect. 21 of the Settled Land Act, 1882, which authorizes payment of capital money to any person "becoming absolutely entitled or empowered to give an absolute discharge," the Court has clearly a discretion to order such payment: *Re Smith, sup.*; *Re D. of Rutland's Settlement*, 31 W. R. 947; *Re Wright's Trusts*, 24 Ch. D. 662; and under the S. L. Act, 1890 (53 & 54 V. c. 69), s. 14, any capital money paid into Court may be at any time paid out to the trustees of a settlement for the purposes of the S. L. Acts, 1882 to 1890.

Trustees of charities have been held to be persons absolutely entitled: *Re Spurstou's Charity*, 18 Eq. 279; *Exp. Trustees of Tid St. Giles' Charity*, 17 W. R. 758; *Exp. Haberdashers' Co.*, 55 L. T. N.S. 758 (where the outlay had been authorized by the Charity Commrs); *Re Parson, &c. of St. Alphage*, W. N. (86) 154; and see *Finnis to Forbes*, 24 Ch. D. 587; and as to payment of dividends to the secretary of a charity (there being no treasurer), see *Re Codrington's Charity*, 18 Eq. 658.

Mortgagees in possession were held entitled not only to a fund in Court representing a part of the mortgaged property, but also to a further fund

representing the decrease in value of the goodwill: *Pile v. P.*, *Exp. Lambton*, 3 Ch. Div. 36.

Copyholders in fee are entitled to have a fund representing the common land divided among them in proportion to the respective values of their rights of common appendant: *Fox v. Amhurst*, 20 Eq. 403; but the occupiers claiming under them have no such right: *Austin v. Amhurst*, 7 Ch. D. 689; and where the right of common belonged to all the freemen of a borough, so that each person's interest in it was in the nature of a life estate, the fund was invested, and the dividends paid to the trustees of the freemen, to be divided among them: *Nash v. Coombs*, 6 Eq. 51.

A person having a right of purchase at a fixed price under a will was held entitled to the fund in Court on paying the price: *Re Cant*, 4 D. & J. 503.

The represes of a person in adverse possession of land for 19½ years were held entitled to the purchase-money in Court, as being the price of his interest in the land: *Exp. Winder*, 6 Ch. D. 696.

And payment was ordered to a person who had been in possession for 26 years after the expiration of a long term of years, in the absence of claim by, or evidence of the existence of a reversioner: *Re Met. Street Act, Exp. Chamberlain*, 14 Ch. D. 323; but see *Gedye v. Commrs. of Works*, (1891) 2 Ch. 630, where the Court refused to order payment of the money paid in respect of the reversion to the represve of the leaseholder twelve years after the term had expired, there being no other claimant, as the leaseholder, having never had possession of the reversion prior to the time when the house was taken, was not the person "in possession" within sect. 79.

Money paid into Court in respect of minerals, where the tenant for life was unimpeachable for waste, and not being of such extent that they could not have been worked during his life, was held to belong to his estate under sect. 74: *Re Barrington, Gamlen v. Lyon*, 33 Ch. D. 523; but during the life of the tenant for life the Court could not, under sect. 69, make any apportionment of capital in his favour, and he was entitled only to the income: *Re Robinson's Settlement*, (1891) 3 Ch. 129.

Where land belonging to a waterworks co., and not being superfluous land, was compulsorily taken, the purchase-money was held rightly paid into Court, but to be payable to the co. as absolutely entitled, inasmuch as it could not be applied to any of the purposes of sect. 69: *Re Chelsea Waterworks Co.*, 56 L. J. Ch. 640; *W. N.* (87) 70.

On payment of a fund into Court under sect. 69 there is a constructive reconversion which the person becoming entitled to the fund may stop; but until it is stopped the money is to be considered as land: *M. R. in Kelland v. Fulford*, 6 Ch. D. 491; *Re Horner*, 5 D. & S. 483; *Dan.* 1865; 6th ed. 2145; and as to the character of money paid in under sect. 76, see *Dan.* 1873, 6th ed. 2145, 2154.

Sect. 7 of the Lands Clauses Act does not authorize a person of unsound mind to sell, and, therefore, the purchase-money of land taken from such a person, who died intestate, was held to devolve on the heir, as unconverted: *Re Tugwell*, 27 Ch. D. 309, dissenting from *Exp. Flamank*, 1 Sim. N.S. 260.

The Court has jurisdiction to order payment out to persons becoming absolutely entitled, though the Act under which the money was paid in was passed before the Lands Clauses Consolidation Act, and did not expressly authorize it: *Re Musgrave*, 6 Jur. N.S. 797; *Re Macclesfield Canal Act*, 9 Jur. N.S. 224; but see "Costs under special Acts," *inf.* p. 2046.

The transfer of a fund in Court to a separate account not entitled "Exp. the Co., &c.," is equivalent to a payment out: *Melling v. Bird*, 17 Jur. 155; even though the account is that of the official trustee of charitable funds: *Re Bristol School*, 47 L. J. Ch. 317; *secus*, where the fund has been transferred to the account of trustees who had no real interest in it: *Re Burnell's Estate*, 12 W. R. 568; or to the credit of an admon action, *Exp. the undertakers*, the account of the devised estates, though not specifying the special Act or the Lands Clauses Act: *Drake v. Greaves*, 33 Ch. D. 609.

Where the land taken by the co. was claimed by the Crown, who had filed an information against the lord of the manor, claiming the land, the petition of the lord of the manor for payment out to him of the compensation money stood over until the information was disposed of, as the Crown cannot be brought before the Court under the Lands Clauses Consolidation Act: *Re Manor of Lowestoft and G. E. Ry. Co.*, *Exp. Reeve*, 24 Ch. D. 253.

**SECTION IV.—ESTATES IN LEASE—TENANT FOR LIFE AND
REMAINDERMAN.**

**1. *Purchase-money of Leasehold apportioned and paid by way of
Annuity.***

THIS Court being of opinion that A. B. is, as tenant for life, under an indenture dated &c., entitled to have the said £— New Consols, and the interest thereon, applied and apportioned by way of annuity, half yearly on the 25th March and the 29th September in every year, commencing as from &c., when the leasehold estate was taken by the Mayor &c. of S., and of the same duration as the term for which the said lease was held, which will expire on the 29th September, 1886, such annuities to be taken at their value at the date of the Chief Clerk's certificate of apportionment hereby directed, and to have such apportionments of the proceeds thereof paid to him till the expiration of the said term, if he shall so long live, the said A. B. giving credit for £—, received by him on account of such annuity, as from the &c., to the &c., Let the funds in Court be dealt with as directed in the schedule hereto, And Let the said £— New Consols be apportioned, having regard to the foregoing declaration, so that the amount of such New Consols to be applied in satisfaction of such annuity as aforesaid, on each of such half-yearly days, will, with the interest then payable to the said A. B. under the direction hereinbefore contained, be equivalent to the amount of such annuity then due, and that such apportionments, and the amount due to the said A. B. for arrears up to the &c., be certified after giving credit for the said £—.—Liberty to apply.

PAYMENT SCHEDULE.

In the High Court of Justice,
Chancery Division.

Date of order.

Ledger credit as above.

Funds in Court £— New Consols.

Particulars of Payments, Transfers, or other Operations ordered.	Payees and Transferees, or Separate Accounts.	Amounts.	
		Money.	Securities.
Pay interest as it accrues during the life of A. B. up to and including the — day of —, &c., on or after the — day of —, and the — day of —, and the same days in each succeeding year during the life of A. B. Sell so much of the New Consols as shall be certified to be appor- tioned in respect of the annuity in the order mentioned.	A. B., of &c.		
Pay proceeds of sales	The same.		

This form is framed on *Askew v. Woodhead*, C. A., 3 March, 1880, A. 1205. For similar orders, see *Re Hazeldine*, V.-C. M., 16 July, 1880, A. 4221; *Re Morris*, M. R., 20 Nov. 1880, B. 3934; *Re Gurden*, Kay, J., 31 July, 1886, A. 2560; *Exp. Metrop. B. of W.*, *Re Pottier*, Kay, J., 20 March, 1886, B. 1598.

For order where the tenant for life being dead the apportioned amount due in respect of his annuity was directed to be paid to his represve, and an inquiry was directed as to the persons entitled as next of kin to the original testator, see *Re Hunt*, Kay, J., 24 July, 1884, A. 3702.

2. *Leaseholds in Settlement—Compensation Fund to be invested by Trustees—Annual Sum equal to Rent reserved to be provided for Tenant for Life by means of Interest and Periodical Sales—Sect. 74.*

Tax, and pay costs out of fund in Court—Pay the residue of the fund to *Petrus J. & T. (the trustees)*, to be by them invested in their names in Cons.—“Let the said J. & T. in each year, until the year 1893, provided P. (*tenant for life*) shall so long live, and his interest therein remain unforfeited, sell so much of the Cons. so to be purchased as, with the dividends which will in each of the said years accrue on the said Anns., will make up the annual sum of £35 (*rent reserved on the leaseholds*); And let the said J. & T. pay the said £35 by half-yearly payments of £17 10s., as from the 10th January, 1868, the first payment to be made as on the 10th July, 1868; And Let the said J. & T., on the death or forfeiture of the interest of P. before the year 1893, apply the residue of the said Cons., and the dividends as they accrue thereon, in the same manner as the rents of the leasehold premises comprised in the will of W. (*the settlor*), are directed to be applied.”—[Add Payment Schedule, Forms 32 and 2.]—See *Re Phillips*, M. R., 11 July, 1868, B. 2364; *S. C.*, 6 Eq. 250; and see *Re Harrington*, M. R., 4 Aug. 1868, A. 2132.

For an order for benefit of life tenant's represves, see *Money's Trusts*, 2 Dr. & Sm. 94.

For adjustment as between tenant for life and remaindermen of their rights to the compensation money in Court, the dividends on which were less than the rental of the leaseholds taken, by the purchase thereof of a Government annuity for the life of tenant for life (aged 61) equal to the former rental, the residue of the fund being invested and accumulated during her life, see *Re Pfeiffer*, V.-C. G., 10 June, 1868, B. 1742; 6 Eq. 426.

For order directing investment of fund in Court, and payment out of interest to the tenant for life of a sum equal to the annual rent, and residue to be accumulated, see *Re Mette's Estate*, 1868, B. 3188; 7 Eq. 72; *Re Wilkes's Estate*, 12 Nov. 1889, A. 175; 16 Ch. D. 597.

NOTES.

ESTATES IN LEASE—TENANT FOR LIFE AND REMAINDERMAN—SECT. 74.

Apportionment under sect. 74.—By sect. 74, the Court may direct the application of money paid into Court in respect of any lease, or estate less than the fee simple, or reversion, in such manner as the Court may consider will give to the parties interested in such money the same benefit as they might have had from such lease, estate, or reversion.

The scheme of this section, which extends to all cases where the rent

bears an inadequate proportion to the value of the land (*Re Mette's Estate*, 7 Eq. 72, 75) is that every person's interest shall be valued as at the time when the notice to treat was given: *Penny v. P.*, 5 Eq. 227, 236.

The remainderman should be made a respondent to a petition or summons by tenant for life under this section, and his costs of appearance are payable by the co.: *Re Crane's Estate*, 7 Eq. 322.

The interest of a tenant for life is to be affected as little as possible; accordingly, when the dividends of the purchase-money are not equal to the rent of leaseholds taken, or to an annuity charged thereon, the tenant for life of the leaseholds, or annuitant, has in the following cases been held entitled to the same income as he formerly enjoyed, and sales from time to time of the *corpus* to make up the deficiency have been directed: *Exp. Wilkinson*, 3 D. & S. 633; *Jeffreys v. Connor*, 28 Beav. 328; the costs of such periodical sales being payable by the co.: *Re Long*, 1 W. R. 226. Where, however, the dividends were much less than the rent, the Court would not make up to the tenant for life his full income, though a larger amount was given than was produced by the invested fund: see *Re Birch*, 10 Jur. N.S. 673.

Where, on the other hand, the income of the purchase-money exceeds the income of the leaseholds, the proper course is to ascertain the amount of the yearly payment which will exhaust the fund by the end of the term, and that amount will be paid to the tenant for life until further order: *Askew v. Woodhead*, 14 Ch. Div. 27; see Form 1, *sup.* p. 2030.

The following modes of apportionment have also been adopted:—

—the purchase of a Government annuity equal to the net income of the leaseholds was directed; if the fund was insufficient, the dividends were to be paid to the tenant for life, and the capital divided half-yearly by the number of years the lease would have had to run at such time of division, and half the quotient to be paid to her during her life, in addition to the dividends: *Re Pfleger*, 6 Eq. 426;

—the invested purchase-money and the income were divided in each year by the number of years the lease had to run, and the quotient paid to the tenant for life: *Littlewood v. Pattison*, 10 Jur. N.S. 875; and see *Money's Trusts*, 2 Dr. & S. 94.

In *Re Phillips*, 6 Eq. 250, following *Re Chamberlain*. Morg. 43, n., the amount annually payable out of capital and income was first ascertained by an actuary.

Where, as in the case of ecclesiastical property, the dividends have exceeded the rent reserved, the tenant for life or incumbent has been allowed only the amount of the rent during the term, the surplus being accumulated, with liberty to apply: *Re Mette's Estate*, 7 Eq. 72; and see *Penny v. P.*, 5 Eq. 227; *Exp. Abp. of Canterbury*, 23 L. T. 219; *Exp. The Dean of Ch. Ch.*, 23 L. J. Ch. 149; *Exp. The Dean of Gloucester*, 19 L. J. Ch. 400; Dan. Ch. Pr. 6th ed. 2153; *sup.* p. 2031; and so where rent less than a rackrent has been reserved in consideration of an outlay in building: *Re Wootton's Estate*, 1 Eq. 589; and where the tenant for life, in exercise of a power in the will, had granted repairing leases: *Re Wilkes' Estate*, 16 Ch. D. 597, *sup.* p. 2031; and see *Re Griffith's Will*, 49 L. T. N.S. 161; but in *Re Steward*, 1 Drew. 636, where lands were devised subject to a repairing lease, the tenants for life were allowed to receive the whole of the dividends.

In *Exp. R. of Lambeth*, 4 Ry. Ca. 231, the whole purchase-money of ecclesiastical property let at a merely nominal rent was invested and accumulated during the residue of the term, with liberty to apply; payment of the dividends in the meantime to the incumbent and his successors being refused.

For the principle upon which the Court will adjust the rights, as between the tenant for life and remainderman, to compensation money for settled Church leaseholds, which were renewable at the time of the settlement, but have since ceased to be so, see *Maddy v. Hale*, 3 Ch. D. 327, and cases there cited; and Vol. II., Chap. XLV., p. 1494.

The capital of a fund produced by sale of renewable leaseholds was, on the dropping of the last life, paid to the tenant for life, but without prejudice to any question arising in respect of non-renewal: *Re Beaufoy*, 1 S. & G. 20.

In *Exp. Ward*, 2 D. & S. 4, where the interest of a dean, &c. and their lessee in the land had been sold for one sum, which was paid into Court, it

was held that the lessee was not entitled to an apportionment of the fund and payment to him of his share, but that the entire dividends should be paid to him, till the expiration of the term, he paying the amount of reserved rent to the lessors.

In *Re Dean, &c. of Westminster*, 26 Beav. 214, on evidence of the mode of dealing with their property, the dean, &c. were held entitled to the whole dividends of the produce of leaseholds.

Where glebe land was subject to a terminable rent-charge, the Court declined to allow the fund in Court to be employed in anticipating the instalments in exoneration of the liability of the rector, the petitioner: *Exp. Rector of Kirkmeaton*, 20 Ch. D. 203.

A corporation sole, vendor of leaseholds customarily renewable at regular intervals was held entitled at each period of renewal to receive out of the fund produced by the purchase-money and accumulated dividends a sum equal to the estimated amount of the fine: *Exp. Precentor of St. Paul's*, 1 K. & J. 538.

A bishop, as lessor of lands of the see demised for lives and years, was held not to be entitled, until the lease should become renewable, to any part of the money paid into Court, nor to the dividends of such money when invested, on the ground of the diminution of the fine which would be payable: *Exp. Bp. of Winchester*, 10 Ha. 137; 16 Jur. 649.

Lessee's Interest.—A lessee, under a covenant not to assign, is not bound to procure the lessor's consent to an agreement with the co. for the apportionment of the rent: see *Slipper v. Tottenham, &c. Ry. Co.*, 4 Eq. 112.

In dealing with the freeholder, the co. acquires all his rights, including that of determining tenancies by notice. Tenants, after notice to quit from the co., have no interest, legal or equitable, within sect. 18: *Syers v. Metn. Bd. of Wks.*, 36 L. T. N.S. 277; and the owner cannot, by renewing or enlarging, after notice to treat, his tenant's interest, give him any claim to compensation in respect of the interest thereby created: *Exp. Edwards*, 12 Eq. 389.

Where a lessee proved not to be entitled to the whole of the purchase-money which had been assessed and paid into Court under sect. 76, the Court had no jurisdiction to give back the whole to the co., in order to have his actual interest ascertained *de novo*, but the matter was referred to Chambers: *Re N. London Ry. Co.*, 2 Dr. & S. 312.

The word "lease" includes an agreement for a lease: sect. 3.

SECTION V.—ENTRY ON LAND BEFORE PURCHASE—SECT. 85.

REPAYMENT OF DEPOSIT—SECT. 87.

1. *Repayment to Promoters of Deposit made on entering on Lands* —Sects. 85—87.

LET the fund in Court be dealt with as directed in the schedule hereto; And Let the said A. &c. Co. pay unto the said B. his costs of this application, such costs to be taxed &c. (in case the parties differ).
—[Add Payment Schedule, Form No. 44.]

The Court will order payment out to the secretary or other officer or nominee of the co. named in the petition or summons, if it be sealed with their corporate seal: see *Exp. L. C. & D. Ry. Co.*, 8 W. R. 636; *Exp. Maidstone and Ashford Ry. Co.*, *Exp. Bala and Festiniog Ry. Co.*, 25 Ch. D. 168.

2. *Payment of Deposit to the Landowner's Representatives—Company* *to pay Interest*—Sects. 85—87.

LET the fund in Court be dealt with as directed in the schedule hereto; And Let the Petrs, the said co., pay to the said R. and G.

interest on the sum of £—, at the rate of £5 p. c. per ann., from the time when the said co. entered into possession of the lands in the petition mentioned, until the time when the said sum shall be paid as hereby directed; And Let thereupon the bond in the petition mentioned be delivered up to the Petrs, the said co.;—the Petrs to pay exors' costs of the application.—[Add Payment Schedule, Form No. 44.]—See *Exp. North British Ry. Co., Re Fergusson*, V.-C. W., 6 July, 1861, B. 1631.

3. *Payment of Compensation Money with Interest out of Deposit*
—Sects. 85—87.

LET the fund in Court be dealt with as directed in the schedule hereto, the sum thereby directed to be paid to the Petr K. being the sum awarded to the Petr K. for compensation and severance in respect of lands in the petition mentioned.—Directions, by consent, for taxation and payment of costs out of residue, and for payment of ultimate balance, if any, to the co.—[Add Payment Schedule, Form No. 44.]—See *Re Kerkham*, V.-C. W., 18 Jan. 1862, A. 90.

The order in this case was made upon the joint petition of the landowner and the co.

4. *Payment out of Deposit of the Interest on Amount recovered for Compensation and Severance from Time of Entry, and of Costs; and of Balance to the Company*—Sects. 85—87.

LET the fund in Court be dealt with as directed in the schedule hereto, the £— therein mentioned being the amount of interest on the sum of £—, the amount of the judgment obtained by G. (*the landowner*) in the action against the co., for compensation in respect of the lands taken by the said co., and for severance and damage, at the rate of £5 p. c. per ann. from the — day of —, the time when the said co. entered upon such lands, to the — day of —, the time when the said G. entered up judgment in the action against the said co., as in the petition mentioned. Tax the said G. his costs of this application.—[Add Payment Schedule, Form No. 44.]—See *Aberdare Ry. Co., Exp. Glyn*, V.-C. S., 29 June, 1860, A. 1442.

This form, in giving the costs of the application, in no way conflicts with *Exp. Stevens*, 2 Ph. 722, and *Re Neath & Brecon Ry. Co.*, 9 Ch. 263, in which cases the refusal of the Court to direct payment of the landowner's costs out of the deposit was in reference to costs under sect. 80, and not, as here, to costs occasioned by non-performance by the co. of the condition of their bond.

It was held that, under sect. 85, notwithstanding sect. 68, the vendor was entitled to interest at £5 p. c. on the sum for which he had obtained a verdict (being the whole amount he claimed) from the time the co. entered on the lands, and not merely to interest at £4 p. c. from the date of his judgment: *Re Aberdare Ry. Co.*, 8 W. R. 603.

NOTES.

Sect. 85, as amended by the Ry. Cos. Act, 1867 (30 & 31 V. c. 127), s. 36, enables the co. to enter upon lands before agreement, award, or verdict for

the purchase-money to be paid for such lands, on depositing in the Bank by way of security, either the amount of purchase-money or compensation claimed, or such a sum as shall, by a surveyor to be appointed by the Board of Trade, be determined to be the value of the lands, or of the interest therein of the person entitled or enabled to convey; such valuation to include the amount of compensation for all damages and injury to be sustained by the exercise of the powers given by the section; and also on giving a bond, with two sufficient securities, in a sum equal to the sum so to be deposited, conditioned for payment of all purchase-money or compensation, with interest thereon at 5 p. c. until payment.

The co. is not entitled to enter on land before purchase under this enactment unless there is urgent necessity for immediate entry: *Field v. Carnarvon, &c. Ry. Co.*, 5 Eq. 190, 192.

Sect. 85 does not apply to the case of interference with an easement: *Clark v. Lond. School Bd.*, 9 Ch. 120, 124; unless the co. is expressly empowered to take the easement: *Hill v. Midland Ry. Co.*, 21 Ch. D. 143; and see *G. W. Ry. Co. v. Swindon, &c. Ry. Co.*, 9 App. Cas. 787; and compensation for minerals under sects. 78 and 81 of the Railways Clauses Act, 1845, is not within the condition of the bond to be given under sect. 85 of the L. C. C. Act: *Exp. Neath & Brecon Ry. Co.*, 2 Ch. D. 201.

Where there was power to take an easement unless it should be determined by jury or arbitrators that it could not be acquired without damage to the surface, such determination was not a condition precedent to the exercise of the powers of sect. 85: *Hill v. Midland Ry. Co.*, 21 Ch. D. 143; and see to same effect, *Spencer v. Met. Bd. of Wks.*, 22 Ch. Div. 142, where the Act provided that before the local authority took land they should satisfy the Secretary of State as to house accommodation in the district.

The power of entry under the section may be exercised at any time before the expiration of the co.'s powers if the notice to treat has been given within the period limited for compulsory purchase: *Tiverton & N. Devon Ry. Co. v. Loosemore*, 9 App. Cas. 480.

As to whether the provisions of s. 16, preventing the co. from putting in force their compulsory powers until the capital has been fully subscribed, apply to entries under s. 85, see *G. W. Ry. Co. v. Swindon, &c. Ry. Co.*, 9 App. Cas. 787; *Ford v. Plymouth, &c. Ry. Co.* W. N. (87) 201.

Payment of the deposit into Court does not affect the vendor's lien for unpaid purchase-money: *Wing v. Tottenham, &c. Ry. Co.*, 3 Ch. 740; *Walker v. Ware, &c. Ry. Co.*, 1 Eq. 195; as to the mode of enforcing such lien, v. *sup.* pp. 610, 1905; *Godefroi & Shortt. Ry. Cos.* 251—255.

In cases where the co. are required by the owner to take the whole of the property under s. 92, the bond and deposit given under s. 85 must cover the value of the entire property, including trade fixtures forming part of a manufactory: *Gibson v. Hammersmith Ry. Co.*, 2 Dr. & Sm. 603; and not merely the portion actually required: *Underwood v. Bedf. and Camb. Ry. Co.*; *Dodson v. E. Kent Ry. Co.*, 7 Jur. N.S. 941, 942; *Giles v. L. C. & D. Ry. Co.*, 1 Dr. & Sm. 406.

Under the Military Forces Localization Act, 1872 (35 & 36 V. c. 68, incorporating the L. C. C. Acts, with modifications), the bond required by s. 85 is to be under the seal of the Secretary of State without sureties: s. 3 (3).

Repayment of Deposit.—Upon performance by the co. of the conditions of their bond, they are entitled, under s. 87, to repayment of the deposit paid into Court under s. 85, without deducting out of such deposit any costs payable to the vendor under s. 80: *Re Neath and Brecon Ry. Co.*, 9 Ch. 263; *Exp. Stevens*, 2 Ph. 772; *Exp. Birm., &c. Ry. Co.*, 1 H. & M. 772; and see *Exp. Flower*, 1 Ch. 599.

The vendor must be served, or be made a co-petitioner: *Exp. S. Wales Ry. Co.*, 6 Ry. Ca. 151; except upon an affidavit that all his costs, according to the Act, have been paid: *Exp. E. C. Ry. Co.*, 5 Ry. Ca. 210; and is entitled to his costs of appearing: *Exp. Stevens, sup.*; and see *Re Neath and Brecon Ry. Co., sup.*; though in *Re Tottenham, &c. Ry. Co.*, 14 W. R. 669, it is stated that such costs will, except under special circumstances, be disallowed; and see *Re Holman's Settlement*, W. N. (77) 272, where the vendors, having refused to join as co-petitioners, were not allowed any costs of appearing as respondents.

Where more than eighteen years had elapsed since the conveyance, the

tenant for life, in respect of whose interest the money had been paid in, had died, and the fund had not been dealt with for fifteen years, service on the landowner was dispensed with: *Exp. Lancashire and Yorkshire Ry. Co.*, 55 L. T. N.S. 58; and see now O. LXV. 27 (19), as to a tender of 30s. to a party served, whose costs will be objected to.

A co. having given the bond and deposit under s. 85, and subsequently paid the purchase-money under s. 76, may take a transfer of a mortgage on the land, and having done so may obtain payment out of the money under s. 78: *Re Marriage*, 9 W. R. 843.

After paying in the sum awarded by an umpire as the price of the land, the co. were entitled to have their deposit, under s. 85, paid out, although the vendor was taking proceedings at law to set aside the award: *Re Fooks*, 2 Mac. & G. 357.

A sum deposited by the Metropolitan Board of Works was, after consideration, ordered to be paid out to their chairman, the board having no treasurer, on an affidavit of a resolution of the board to that effect: *Re Metn. Bd. of Wks.*, V.-C. W., 4 Dec. 1861, B. 2186. But the better course is for the board or co. to affix their seal to the petition, which has been treated as a sufficient authority without verification.

The production by a railway co. of a bond given by the co. under s. 85 was sufficient evidence that the conditions thereof had been satisfied, and the money paid into Court under that section was ordered to be paid to the co.: *Re L. & N. W. Ry. Co.*, 26 L. T. 687.

Rights of Landowner.—If the conditions of the bond are not performed by the co., the Court may, on the petition of the vendor, apply the deposit in payment of the purchase-money: *Re Muttow's Trusts*, 27 W. R. 245.

Lands taken and used under s. 85, after notice to treat, by the co., are lands taken and purchased within s. 80, so that the costs of entry and user may be dealt with thereunder: *Charlton v. Rolleston*, *Re Swindon, &c. Ry.*, 28 Ch. Div. 237.

Where the amount of compensation remained undetermined for some years, and the deposit had not been invested, interest at £5 p. c. from taking possession was payable by the co.: *Re Wolff*, W. N. (68) 66; *In re Navan and King's Court Ry. Co.*, I. R. 10 Eq. 113; and where a jury gave a larger sum than the arbitrator had awarded, the interest was payable at £4 p. c.: *Re Shaw and The Birmingham Corp.*, 27 Ch. D. 614; and, in general, interest runs from the time when the co. takes possession, or could prudently take possession (e. g., when a good title is shown), and not merely from the time when the price is ascertained under the Act: *Rhys v. Dare Valley Ry. Co.*, 19 Eq. 93, 95; *Re Shaw and Corp. of Birmingham*, 27 Ch. D. 614; *Re Pigott and G. W. Ry. Co.*, 18 Ch. D. 146 (disapproving *Re Eccleshill Loc. Bd.*, 13 Ch. D. 365).

Where money was paid into Court by a railway co. who gave the usual bonds to the landowner and his mortgagees, and the inquiry as to compensation was conducted without formal notice to the latter, they had no lien on the money in Court, but were entitled to an assignment of the property comprised in their security: *Martin v. L. C. & D. Ry. Co.*, 1 Ch. 501, 510.

A railway co., Defts to an action for specific performance, are in the same position as any other purchaser, and are not entitled to possession pending the action: *Bygrave v. Metn. Bd. of Works*, 32 Ch. Div. 147.

SECTION VI.—COSTS.

(I.)—COMPULSORY PURCHASES—COSTS UNDER SECT. 80.

1. *Taxation of Costs.*

AND it is, pursuant to the 80th section of the Lands Clauses Consolidation Act, 1845, ordered that, upon the execution of the said conveyance, the said [*insert the style of the co.*] do pay unto the Petr [*insert*

name] his costs (if any now remaining unpaid) of the following matters, including therein all reasonable charges and expenses incident thereto, that is to say, his costs [*if of purchase*—of the purchase or taking of the lands in the petition mentioned by the said co., or which have been incurred in consequence thereof, other than such costs as are by the Lands Clauses Consolidation Act, 1845, otherwise provided for; and, *if of investment in government or real securities*—of the investment of the said money in the said anna, or, real securities; and, *if of re-investment in land*—of the re-investment of the said money in the purchase of the estate (lands or hereditaments), in the petition mentioned; and, *if of application*—of obtaining (the order, or several orders made in this matter, dated &c. and) this order, and of all proceedings relating thereto; *if suggested*, except such costs, if any, as are occasioned by litigation between adverse claimants]; And refer &c. to tax and settle the said costs, charges, and expenses (in case the parties differ).

This direction, which adheres closely to the language of s. 80, was settled by the registrars and the taxing masters.

See *Re Bird's Estate*, W. N. (89) 182, as to interest on costs under this section.

Notwithstanding what is stated in *Re Cant*, 1 D. F. & J. 159, and *Re Courts of Justice Commrs*, W. N. (68) 124, it is not, and has not been, the practice to insert the exception as to the costs of litigation between adverse claimants, unless it appears or is suggested that some litigation has taken place.

Where there is a re-investment in land, the co. are entitled to have inserted in the order for payment of costs the words "upon the approval and execution of the conveyance": *Exp. Eton Coll.*, V.-C. K., 7 W. R. 710; following *Exp. Copley*, 4 Jur. N.S. 297.

For direction, where a railway co. took land, the subject of an admon suit, on the application to transfer the purchase-money from the credit of the co. to the credit of the cause, for the co., in addition to the usual costs, to pay the costs of inquiries in the cause as to the propriety of the sales to the co., so far as properly attributable to, or incurred in respect of, the purchase or taking of the land by the co., see *Henniker v. Chafy*, M. R., 7th July, 1860, A. 1450; 28 Beav. 621, and cases there; and see *Haynes v. Barton*, 4 July, 1861, A. 1346; 1 Dr. & S. 426.

2. *The Like—Part only of Purchase-money provided out of the Fund in Court.*

DIRECTIONS for taxation [Form 1].—But the Taxing Master is not to allow any portion of the said costs, and costs, charges, and expenses which may have been incurred by reason of the said purchase-money exceeding the amount of the said sum of £.—*Re Branmer's Estate*, 14 Jur. 236; followed in *Re Loveband*, 9 W. R. 12; *A. G. v. Mayor of Rochester*, W. N. (67) 142; *Re Brown*, L.JJ. in Lunacy, 3 August, 1878, A. 2916; *Re Met. Ry. Co. and Gonville and Caius College, Cambridge*, Kay, J., at Chambers, 24 March, 1887, A. 913.

3. *The Like, on the Change of an Incumbent entitled to the Interest of an Investment in Stock.*

UPON the application, &c., and upon hearing the solr for the applicant, and for the B. &c. Ry. Co., Refer &c., pursuant to the 80th

section of the Lands Clauses Consolidation Act, 1845, to tax the costs of the applicant, including therein his reasonable charges and expenses of obtaining payment of the dividends on one moiety of £— Cons., invested pursuant to the order, dated &c. (in case the parties differ); And Let such costs &c., when taxed, be paid by the said B. &c. Ry. Co. to the applicant A.—*Exp. R. of Guilden Sutton*, V.-C. S., at Chambers, 25 May, 1855, A. 916; *affd.* L. JJ., 8 D. M. & G. 380.

Costs of investigating the title to lands not compulsorily taken by a co., and of the conveyances, fall under sect. 83, and are not taxable under sect. 80: *v. inf. p.* 2045.

4. *Costs of Application to be borne equally—Of Reinvestment rateably.*

ORDER approving purchase, and purchase-money to be raised and paid out of stock to the credit of the E. &c. Co., and stock to the credit of the G. &c. Co.; Usual direction for taxation of costs under sect. 80—“And Let the E. &c. Co. and the G. &c. Co., pay to the Petr, the Dean &c., of &c., the costs of obtaining this order in equal moieties, to be certified by the Taxing Master, and also respectively pay such a proportion (to be certified by the Taxing Master) of the costs of the reinvestment of the said money in the purchase of the said lands as the money to arise by the sales of the said several sums of Cons. will respectively bear to the said sum of £—” (*amount of purchase-money*).—*Exp. Dean, &c. of Christ Church, Oxford*, V.-C. S., 19 July, 1861, A. 1634; 9 W. R. 474.

Where the person entitled has contracted to purchase, and made provision as to costs, the following words are added after the ordinary direction for taxation, “but in such taxation the Taxing Master is to allow no further costs against the said (co.) in reference to the reinvestment than would have been allowed if the contract for purchase had been an open contract”: *Christ's Hospital*, 20 Eq. 605.

For order dealing with the costs of reinvestment of fifteen funds, fourteen of which were paid in by fourteen cos., with usual reference for taxation, and in such taxation the Taxing Master was to distinguish the costs of the *ad valorem* stamp upon the assignment or conveyance of the estate and interests in the said lands; and each of the fourteen cos. was to pay to the petitioner the amount which the Taxing Master should certify to be one-fourteenth part of the entire costs (except such costs as were so directed to be distinguished), and to pay the costs, so to be distinguished, rateably in proportion to the amount which the funds in the fourteen accounts respectively bore to the total amount of the purchase-money, the rateable amount to be certified by the Taxing Master, see *Exp. Bp. of London*, L.JJ., 25 May, 1860, B. 1427; 2 D. F. & J. 14, 17.

NOTES.

COSTS UNDER SECT. 80 GENERALLY.

By sect. 80, in all cases where money is paid into Court, the costs (including all reasonable incidental charges and expenses) of the purchase or taking of lands and consequent thereon,—of the investment in Government or real securities,—of reinvestment, and of obtaining the proper orders,—of orders for payment of dividends of the invested securities, and for payment out of Court of the principal money, and securities, and of all proceedings

relating thereto, except such as are occasioned by litigation between adverse claimants (*v. inf.* p. 2043, "COSTS OF ADVERSE LITIGATION") are, subject to the following exceptions, payable by the co.:—

(a) Where the payment in has been occasioned by the wilful refusal of the party entitled to the money to receive the same, or to convey or release the lands in respect whereof the same shall be payable.

Wilful refusal is a refusal through mere whim or caprice: *Re Windsor, &c. Ry. Co.*, 12 Beav. 522; *secus*, where there is a *bond fide* legal doubt: *Exp. Luwson*, 17 W. R. 186; *Re Railstone*, 15 Jur. 1028; founded upon counsel's advice: *Exp. Dashwood*, 3 Jur. N.S. 103; or where refusal or neglect to convey has arisen from inability to obtain the concurrence of incumbrancers: *Re Diver's Estate*, 1 Jur. N.S. 995; and see *Exp. Bradshaw*, 16 Sim. 174; *Re Jones*, 4 Jur. N.S. 581; *Re St. Luke's Vestry*, W. N. (89) 102.

Money includes purchase-money or compensation, but not costs; and accordingly a vendor, refusing to accept the purchase-money without costs, was not allowed his costs of a petition for payment out of Court, and was ordered to pay the expenses which had been incurred by the co. in calling in the sheriff to give them possession: *Re Turner's Estate*, 10 W. R. 128.

(b) Where there has been wilful neglect of any party to make out a good title to the land required.

This exception does not apply where the title of the owner is doubtful, and has been objected to by the co.: *Re Woodburn's Trust*, 13 L. T. N.S. 237.

And it has been held not to empower the Court to order the owner to pay the co.'s costs, even though he has voluntarily created the difficulties in the title, after receipt of a notice to treat: *Re Marylebone Impt. Act*, 19 W. R. 1058; though such an order was made in *Exp. Hyde*, V.-C. K. B., 27 March, 1851, A. 429.

Costs of Purchase or Taking—include the costs of furnishing abstracts of title, of verification of the title, of conveyance (*Exp. Bradshaw*, 5 Ry. Ca. 432; 16 Sim. 174), and of apportionment of ground rents, &c. (*Exp. Flower*, 1 Ch. 599), and of preparation of agreement with landowners on abandonment of a portion of the line, and ascertaining amount of compensation to be paid to them: *Charlton v. Rolleston*, *Re Swindon, &c. Ry. Co.*, 28 Ch. Div. 237; *secus*, where the purchase is by agreement, and the costs are therefore taxed under sect. 83: *Exp. Buck*, 1 H. & M. 519.

Costs of Investment in Government or Real Securities—include costs of interim investments in stock: *Re Blyth's Trusts*, 16 Eq. 468; *Re Liverpool, &c. Ry. Co.*, 17 Beav. 392; *Exp. Eton College*, 3 Ry. Ca. 271; or on mortgage, even after a prior investment in stock; and the co. will still remain liable for the costs of a future reinvestment in land: *Re Blyth's Trusts*, *sup.*; *Re Sewart*, 18 Eq. 278; *Re Wm. Smith*, 9 Eq. 178; *Reading v. Hamilton*, 5 L. T. N.S. 628; the decisions in *Re Flemon's Trusts*, 10 Eq. 612; *Re Lomax*, 34 Beav. 294; and *Re Wilkinson*, 16 W. R. 537, not having been followed.

On an investment in stock, the co. must pay or recoup to the owner the broker's commission: *Exp. Braithwaite*, 1 S. & G. xv.; *Exp. Trinity House*, 3 Ha. 95.

Costs of Orders for Payment of Dividends—include costs of a fresh power of attorney to receive dividends, in a case where there has been a change of ecclesiastical incumbents: *Exp. R. of Guilden, Sutton*, 8 D. M. & G. 380; and of a fresh petition where there has been a transmission of interest: *v. inf.* p. 2043.

The costs of affidavits necessary on each occasion of procuring payment to a corporation sole are also included: *Exp. Eccles. Commrs.*, 39 L. J. Ch. 623.

Where the co. was insolvent, the costs of a petition for investment and payment of dividends were ordered to be paid out of the fund: *Re Great Eldham Glebe*, 9 Eq. 68.

Costs of Discharge of Incumbrances—are not mentioned in sect. 80; and it appears to be settled that they are not payable by the co.: *Exp. E. Hardwicke*, 17 L. J. Ch. 422; *Exp. Corp. of Sheffield*, 21 Beav. 162; *Exp. Sheffield Trustees*, 8 W. R. 602; *Re Dublin, Wicklow, and Wexford Ry. Co.*, 25 L. R. Ir. 175; except in the case of redemption of land-tax, which is treated for this purpose as equivalent to a re-investment in land: *Re Bethlem Hosp.*, 19 Eq. 457; *Exp. Beddoes*, 2 Sm. & G. 467; *Re L. B. & S. C. Ry. Co.*, 18 Beav.

608; and see *Exp. Trafford*, 2 Y. & C. Ex. 522; *Exp. Ld. Northwick*, 1 Y. & C. Ex. 166.

As to the costs of service on incumbrancers, *v. inf.* p. 2041.

Costs of Reinvestment in Land—must be borne by the co., though the petitioners are absolutely entitled: *Re Jones' Trust*, 18 W. R. 312; or proceeds of leaseholds are to be invested in freeholds: *Re Parker*, 13 Eq. 495; or in the purchase, under 14 & 15 V. c. 104, of leaseholds where the petitioners are reversioners in fee: *Exp. Dean, &c. of Manchester*, 28 L. T. N.S. 184; *Exp. Bp. of London*, 2 D. F. & J. 14; or though the lands to be purchased are to be conveyed to the uses of a re-settlement: *Re De Beauvoir*, 2 D. F. & J. 5.

These costs may be charged according to the scale fixed by the Solicitors' Remuneration Act, 1881 (44 & 45 V. c. 44): *Re Merchant Taylors' Co.*, 29 Ch. D. 209; 30 Ch. Div. 28; and will include such costs as would on an open contract be payable by the purchaser, but not costs thrown on him by special contracts: *Re Temple Church, Bristol*, 26 W. R. 259; *Exp. Christ's Hosp.*, 20 Eq. 605; *Re Lady Byron*, 4 D. M. & G. 694; and therefore will not include the costs of the vendor of the land proposed to be purchased: *Re Dylar*, 1 Jur. N.S. 475; *Re Temple Church Lands*, 47 L. J. Ch. 160; and see *Exp. M. Bath*, 4 Ry. Ca. 567 (where the marginal note appears to be erroneous); nor costs incurred by retaining a private conveyancer in addition to the conveyancer to the Court: *Re Jones*, 1 Jur. N.S. 887; or occasioned by the inclusion in the petition of a scheme for the application of money *cy près* in the purchase of a new site for schools: *Re St. Paul's Schools, Finsbury*, 52 L. J. Ch. 454; 31 W. R. 424; nor additional costs incurred by reason of the investment, together with the fund in Court, of additional moneys for the convenience of the purchase: *Exp. King's Coll.*, 5 D. & S. 621; *Exp. Hodge*, 16 Sim. 159; *A. G. v. Mayor, &c. of Rochester*, 15 W. R. 765; *Re Braumer's Estate*, 14 Jur. 236; *Exp. Curate of Bilston*, 37 W. R. 460; *inf.* p. 2044; Form 2, *sup.* p. 2037; and, except so far as the costs have been thus increased, the co. in such a case pays the whole costs, whether the additional moneys are provided by the petitioner personally or out of another fund in Court: *Re Met. Ry. Co. and Curus Coll. Camb.*, Kay, J., at Chambers, March 24, 1887, A. 913, following *Exp. Bp. of London*, 2 D. F. & J. 14; *A. G. v. Mayor of Rochester*, 15 W. R. 765; and not following *Exp. Ecc. Commrs.*, 11 Jur. N.S. 461; *Re Power*, W. N. (76) 205.

It seems that the costs of unsuccessful attempts to reinvest must be borne by the co., where no title can be made to the proposed land: *Re Carney*, 20 W. R. 407; *Exp. R. of Holywell*, 2 Dr. & S. 463; or where the attempt is abandoned on sufficient grounds: *Re Vaudrey's Trusts*, 3 Giff. 224; *Re Woolley*, 17 Jur. 850 (the decision in *Exp. Stevens*, 15 Jur. 243, not being followed): *scus*, where the attempt is abandoned without due cause: *Exp. Copley*, 4 Jur. N.S. 297; and see *Re Hungerford*, 1 K. & J. 413; or the proposed investment is not approved by the Court: *Exp. R. of Holywell, sup.*; in which case the costs of the co. were paid out of the fund: *Re Hardy*, 18 Jur. 370.

Costs of Investment in Building—are payable by the co.: *Exp. R. of Gamston*, 1 Ch. D. 477; *Exp. R. of Shipton*, 19 W. R. 549; *Exp. R. of Claypole*, 16 Eq. 574; *Re Lathropp's Charity*, 1 Eq. 467; *Re Incumb. of Whitfield*, 1 J. & H. 610; *Exp. Dean, &c. of Canterbury*, 10 W. R. 505; the decisions in *Exp. Melward*, 27 Beav. 571, and *Re Bucks. Ry. Co.*, 14 Jur. 1065, not being followed; *Morg. & Wurtzburg*, 288.

The costs will include those of evidence of the propriety of the proposed application, but not of any certificate of completion of the works: *Exp. R. of Shipton*, 19 W. R. 549; nor architect's and surveyor's fees for planning and superintending the building: *Re Butchers' Co.*, 53 L. T. N.S. 491; nor, in the case of an ecclesiastical incumbent, any costs of the Governors of Queen Anne's Bounty: *Re Incumb. of Whitfield*, 1 J. & H. 610.

As to the costs where a petition for the application of a fund in building was dismissed on appeal, the remainderman refusing his consent, see *Re Leigh's Estate*, 6 Ch. 887.

Costs of Payment Out—are expressly mentioned in sect. 80, as being payable by the co.: *Exp. E. Hardwicke*, 17 L. J. Ch. 422; and see *Re Gooch*,

3 Ch. D. 742; and have been held to include the costs of a disentailing deed: *Re Brooking*, 2 Giff. 31; and costs of lessor having power of re-entry to whom notice of the presentation of the petition had been given by the railway co.: *Re London Street, Greenwich, &c. Act*, 57 L. T. N.S. 673.

Where the fund has been transferred to a separate account not entitled in the matter of the Act, the jurisdiction to order the co. to pay the costs of applications respecting it is at an end: *Fisher v. F.*, 17 Eq. 340; *Brown v. Fenwick*, 14 W. R. 257; *Nock v. N.*, W. N. (79) 125; but not if the account is entitled *ex parte* the undertakers: *Drake v. Greaves*, 33 Ch. D. 609.

The costs of settling a new scheme for a charity whose lands had been taken by a public body were considered too remote to be charged against that body: *Re St. Paul's Schools, Finsbury*, 31 W. R. 424; 52 L. J. Ch. 454.

COSTS OF UNNECESSARY SERVICE OR APPEARANCES.

On a petition for payment out of a share in a fund, the costs of the persons entitled to the other shares, if they are served, are not payable by the co.: *Melling v. Bird*, 22 L. J. Ch. 599; *secus*, in the case of a petition for payment out of a whole fund in distributive shares, where all the persons entitled cannot conveniently be made petitioners: *Re Long*, 12 W. R. 460; and see *Re St. Mary's, Leicester*, 10 L. T. N.S. 221.

And where the petition is for leave to a lunatic's committee to convey, and for carrying over and investment of the purchase-money, the costs of the next-of-kin must be paid by the co.: *Re Briscoe*, 2 D. J. & S. 249.

The costs of remaindermen, if served, will not be thrown on the co.: *Re Dowling's Trusts*, 24 W. R. 729; unless there are questions under sect. 74, or otherwise, affecting their interests: *Re Crane's Estate*, 7 Eq. 322; *Re Romney's Estate*, 3 N. R. 287; and see *Re Bowes's Estate* (2), 12 W. R. 929.

Trustees in whom the land taken was vested should be served: *Exp. Metn. Ry. Co.*, 16 W. R. 997; and the co. must pay the costs of service: *Wilson v. Foster*, 26 Beav. 398; and of their appearance, in cases where the Court deems it proper, or their interests are affected: *Exp. Metn. Ry. Co.*, 16 W. R. 997; *Re Finch's Estate*, 14 W. R. 472; *Re Burnell's Estate*, 12 W. R. 568; *Henniker v. Chafy*, 35 Beav. 124; *Re D. of Cleveland's Harte Estates*, 1 Dr. & Sm. 46; otherwise only 30s. (which should be tendered as directed by O. LXV. 27 (19)): *Re Pattison's Estates*, 4 Ch. D. 207; *Exp. L. & S. W. Ry. Co.*, 38 L. J. Ch. 527; and see *Wilson v. Foster*, 26 Beav. 398.

So also the costs of trustees of copyholds, which were proposed to be enfranchised, were held payable by the co.: *Re Cheshunt College*, 1 Jur. N.S. 995.

When the petition is merely for reinvestment in land, incumbrancers on the estate, whose interests are not otherwise affected, should be served with the petition with a tender of 30s. for their costs: *Re Gore Langton*, 10 Ch. 328; overruling *Exp. Braye*, 11 W. R. 333; and *Re Peyton*, 2 Jur. N.S. 1013; and see *Re English's Settlement*, 39 Ch. D. 556, where the costs of the trustees were allowed as against the Board of Works.

So, too, if the incumbrancers consent to a petition for payment out, or if the petition is for the discharge of their incumbrances out of the fund, the utmost that the Court will allow against the co. is 30s., and the costs of an affidavit of service: *Re Halstead Charities*, 20 Eq. 48; *Re Hatfield*, 32 Beav. 232; *S. C.*, 29 Beav. 370; *Re Artizans' Dwellings Act, Exp. Jones*, 14 Ch. D. 624.

Where a petition for payment out after the death of a tenant for life was served on a mortgagee of the reversion, the co. had to pay his costs of appearance, limited to 42s., and the costs of serving him: *Re Olive's Estate*, 44 Ch. D. 316.

Incumbrancers on the inheritance should not be served with a petition by a tenant for life for interim investment and payment of dividends: *Re Morris's Estates*, 20 Eq. 470; *Re Webster's Estates*, 2 Sm. & G. vi.; and see *Re Hungerford*, 3 K. & J. 435; the decision in *Re Brooke*, 30 Beav. 233, not having been followed.

The cost of incumbrancers on the life estate have been allowed where their interests were affected: *Re Nash*, 1 Jur. N.S. 1082; and see *Re Brooke, sup.*;

S. C., 12 W. R. 1128; or where service on them was suggested by the co.: *Re Hungerford*, 1 K. & J. 413; but not otherwise: *Re Thomas*, 12 W. R. 546.

Costs of the official solr, service on whom was rendered necessary by the neglect of the deceased tenant for life in not applying for the dividends, were ordered to be paid out of the portion of the fund which came to the estate of the tenant for life: *Re Clarke's Estate*, 21 Ch. D. 776.

Costs of incumbrancers, whose securities were created subsequently to the payment into Court, have been held not to be payable by the co.: *Re Jones's Trust*, 18 W. R. 312; *Re Gough's Trust*, 24 Ch. D. 569; but these decisions have recently been dissented from: *Re Olive's Estate*, 44 Ch. D. 316; *Re Brooshoof's Settlement*, 42 Ch. D. 250; *Re City of Dublin Rys., Exp. Kelly*, 31 L. R. Ir. 137.

Costs of petition (in lieu of summons) are in general limited to the amount which would have been incurred on summons (see *A.-G. v. St. John's Hospital, Bath*, W. N. (93) 113); but may be allowed in full where the Court thinks a petition is cheaper and more expeditious: *Re Bethlehem and Bridewell Hosp.*, 30 Ch. D. 541; or otherwise convenient and proper: *Re St. Alban's, Wood Street*, 66 L. T. N.S. 51.

Where a fund in Court stands to the general credit of an action, as well as in the matter of the Act, all parties to the action must be served with applications respecting it: *Bradshaw v. Fane*, 1 N. R. 159; and their costs of appearance on petitions for reinvestment have been allowed: *Haynes v. Barton*, 1 Eq. 422; *S. C.*, 1 Dr. & Sm. 483; *Bradshaw v. Fane, sup.* (*per contra*, *Wilson v. Foster*, 26 Beav. 398; *Hore v. Smith*, 5 Ry. Ca. 592); and so, too, where the petition was for interim investment and payment of dividends to the receiver in the cause: *Paterson v. P.*, 3 N. R. 657.

If the petition is merely for a transfer of the fund to the credit of the action, appearance on the part of the Defts is not necessary: *Eden v. Thompson*, 2 H. & M. 6; but their costs of appearance have nevertheless been allowed: *Dinning v. Henderson*, 2 D. & S. 485; *Re English's Settlement*, 39 Ch. D. 556; *contra*, *Sidney v. Wilmer*, 31 Beav. 338.

So, too, where inquiries were directed what course would be beneficial for infants, the co. was ordered to pay all the costs: *Palmer v. Mitchell*, 12 Beav. 486.

The costs of the A. G., on an application under the Lands Clauses Act and Sir S. Romilly's Act, were payable by the co.: *Re L. B. & S. C. Ry. Co.*, 18 Beav. 608.

On an application under the Lands Clauses Act and the 14 & 15 V. c. 104, s. 7, the consent of the Ecclesiastical Commrs. should be obtained out of Court, without service on them; and if they are served, their costs will not be allowed against the co.: *Exp. Bp. of London*, 2 D. F. & J. 14.

COSTS OF REPEATED APPLICATIONS AND TRANSMISSIONS OF INTEREST.

It is provided by sect. 80 that the costs of one application only for reinvestment in land shall be allowed, unless it shall appear to the Court that it is for the benefit of the parties interested that the fund in Court should be invested in different sums, and at different times, in which case the Court may order the costs of any such investments to be borne by the co.

Where a part of the fund has already been invested, the remainder ought *prima facie* to be laid out in one sum, unless good reason is shown to the contrary: *Re Brandon's Estate*, 2 Dr. & S. 162; *Re Hereford, &c. Ry. Co.*, 13 W. R. 134; *Re St. Barth. Hosp.*, 4 Drew. 425; and see *Exp. R. of Loughton*, 5 Ry. Ca. 592; *Exp. Bouverie*, 4 Ry. Ca. 229; *Exp. Trustees of Boxmoor*, 3 Ry. Ca. 513; *Exp. Provost, &c. of Eton*, 3 Ry. Ca. 271. Under special Acts, in which a similar provision was not contained, all reasonable costs were allowed: *Jones v. Lewis*, 2 Mac. & G. 163; *Re Merchant Taylors' Co.*, 10 Beav. 485.

As the co. take the land subject to the possibility that in ordinary events it may be dealt with by way of settlement or assignment, the costs of orders for payment of dividends, or for other purposes, rendered necessary by transmissions of interest in the fund, must be borne by the co: *Re Jolliffe*, 9 Eq. 668; *Re Lye*, 13 L. T. N.S. 664; *Exp. R. of Guilden-Sutton*, 8 D. M. & G. 380; *Re Brooshoof's Settlement*, 42 Ch. D. 250; e.g., by a subsequent appointment rendering service on the trustees of the appointees' settlements

necessary: *S. C.*; *secus*, in the case of appointments of new trustees: *Re Andenshaw School*, 1 N. R. 253 (unless caused by the re-constitution of a charity: *Re Shakespeare Walk School*, 12 Ch. D. 178); or of the marriage of an executrix: *Re Hordern*, 2 D. & S. 263; or of a transfer of a mortgage of the interest of the tenant for life: *Re Byron's Trusts*, 7 W. R. 367; or where the only reason for the order is a re-settlement by a person entitled: *Re Pick*, 10 W. R. 365; or a defect in a former order: *Re Pryor's Settlement*, 35 L. T. N.S. 202; *contra*, *Re Goe*, 3 W. R. 119; or disputes between a petitioner and his incumbrancers, which prevented an order being made on a former occasion: *Re Joliffe*, 3 Jur. N.S. 633.

But in *Re Olive's Estate*, 44 Ch. D. 316 (dissenting from *Re Gough's Trusts*, 24 Ch. D. 569, and *Re Jones' Estate*, 18 W. R. 312), the co. had to pay the costs occasioned by incumbrances effected subsequently to the payment into Court; and see *Re Brooschooft's Settlement*, 42 Ch. D. 250; *Re City of Dublin Rys., Exp. Kelly*, 31 L. R. Ir. 137, where the co. had to pay costs of admon obtained to make a title to the fund.

And where there was no change of beneficial interest, but only the appointment of a new committee of a lunatic, the public body had to pay the costs of a petition for payment of dividends, but the future dividends were to be carried to the credit of the lunacy, and dealt with without service on the public body: *Re Ryder*, 37 Ch. Div. 595.

Where an order was made that, for purposes of future costs, a reinvestment on mortgage should be treated as permanent, the co. was relieved from the costs of all future applications, including transfer to persons becoming absolutely entitled: *Re Gelling Rectory*, 53 L. T. N.S. 244.

Where portions of a fund representing leaseholds were ordered to be sold half yearly for purposes of distribution, the co. were ordered to pay all the costs of such successive sales: *Re Long*, 1 W. R. 226.

After two abortive petitions for payment out of Court, the costs of a third were not payable by the co.: *Exp. Winder*, 6 Ch. D. 696.

Where the purchase-money amounted to £125,000, six applications for reinvestment, leaving £38,440 still uninvested, were held not unreasonable: *Exp. St. Katharine's Hospital*, 17 Ch. D. 378.

Where different funds arising from lands separately taken by the co. are to be dealt with, the costs of one petition only will be allowed: *Re Gore Langton*, 10 Ch. 329.

COSTS OF ADVERSE LITIGATION.

The co. is not liable to bear the costs occasioned by actual litigation, or where, from adverse claims to the fund in Court, there has been a *litis contestatio*, and the costs have been increased by the necessity of serving the persons so claiming, or of presenting a second petition: *Exp. Styan*, Joh. 387; *Re Lond. Ry. Co., Exp. Cooper*, 2 Dr. & Sm. 312; *Re Spooner's Estate*, 1 K. & J. 220; *Re Joliffe*, 3 Jur. N.S. 633; *Exp. Palmer*, 13 Jur. 781.

If, however, the question is merely one of admon, and nothing is in dispute except a matter of account, or in the case of the construction of a doubtful devise, or in a pending admon action, and no extra expense has been incurred in the contention, the costs of all parties are payable by the co.: *Re Gregson's Trust*, 2 H. & M. 504; *Re Singleton's Estate*, 11 W. R. 871; *Eden v. Thompson*, 2 H. & M. 6; *Re Tookey's Trusts*, 16 Jur. 708; *Re Bareham*, 17 Ch. Div. 329 (where the question was as to the amount due to a mortgagee in possession); and see *Re Olive's Estate*, 44 Ch. D. 316; but where the title to the fund involved the construction of a will, the contest between the claimants being in the nature of adverse litigation, the public body paid one set of costs only: *Re Catling's Estate*, W. N. (90) 75.

A contest between tenant for life and remainderman as to how much of the fund belonged to them respectively was held by Bacon, V.-C., to be costs of adverse litigation: *Askew v. Woodhead*, 14 Ch. Div. 27; but see *contra*, per Jessel, M. R., at p. 36.

And the co., after taking conveyances from both of two adverse claimants to the land taken, and thus recognizing their position as vendors and not as litigants, cannot resist their claim to costs on a petition for reinvestment: *Re Butterfield*, 9 W. R. 805.

On the other hand, though there may not have been actual litigation, if

the money has been paid into Court for the purpose of settling adverse claims, the co. has been held not liable for the costs of paying in, or of a petition by one of the claimants for payment out, after abandonment of his claim by the other claimant: see *Re English*, 13 W. R. 932.

A claim in respect of a mortgage on the property is not necessarily an adverse litigation within sect. 80: *Eden v. Thompson*, 2 H. & M. 6; *Re Brooke*, 12 W. R. 1028; *Re Bareham*, 17 Ch. Div. 329, 333.

The costs of summoning a jury to assess the value are payable by the co., although the amount has been subsequently settled by agreement: *Exp. Morris*, 12 Eq. 418.

Costs of claimants adverse to the petitioner may, so far as not payable by the co., be ordered to be paid out of the fund: *Exp. R. St. Martin's, Birmingham*, 11 Eq. 30.

COSTS AS BETWEEN DIFFERENT COMPANIES.

Where money paid into Court by different cos. is to be dealt with, the rule is that the cos., or, if two or more have been amalgamated since the payment into Court, those existing at the date of the application must bear the costs equally, with the exception of the *ad valorem* stamp on the conveyance in the case of reinvestment in land, which will be apportioned: *Exp. Bp. of London*, 2 D. F. & J. 14; *Exp. Govrs. of Christ's Hospital*, 27 W. R. 456; *Exp. Gaskell*, 2 Ch. D. 360; *Exp. Corp. C. C., Oxford*, 13 Eq. 334; *Re Leigh's Estate*, 6 Ch. 887; *Re Byron's Estate*, 1 D. J. & S. 358; *Exp. Merton Coll.*, 1b. 361; *Exp. Christ's Hosp.*, 2 H. & M. 166; *Re Maryport Ry.*, 32 Beav. 397; and *Re Manch. S. & L. Ry. Co.*, 21 Beav. 163, not being followed.

And where there are several funds paid in by different cos., some of whom are not liable to pay costs, the other cos. must bear the whole costs except so far as they are increased by the investment of the funds not paid in by them, as the mere fact that the application is so utilized cannot relieve them from their statutory obligation: *Re Met. Ry. & Caius Coll., Cumbs.*, Kay, J., at Chambers, 24 Mar. 1887, A. 913; *v. sup.* p. 2037; *Exp. Bishop of London*, 2 D. F. & J. 14; *A. G. v. Mayor of Rochester*, 15 W. R. 765; but see *contra*, *Exp. Ecc. Commrs.*, 11 Jur. N.S. 461; *Re Power*, W. N. (76) 205.

But in cases of great hardship, as where there is great inequality in the amounts contributed by the different cos., the whole costs have been apportioned: *Exp. St. Bartholomew's Hosp.*, 20 Eq. 369; *Exp. Dean, &c., of Ch. Ch.*, 9 W. R. 474; and see *Re Byron's Estate, sup.*; *Exp. Merton College, sup.*; *Exp. Christ's Hosp., sup.*

In *Exp. Curate of Bilston*, 37 W. R. 460, where there were two contracts for purchase for £2,500 and £2,750, and the fund paid in by the railway co. was £539 Consols, and the other fund £4,414, the railway co. was ordered to pay (1) half the costs of the petition, such costs not to exceed those of a summons adjourned to the Judge in Chambers; (2) a rateable proportion of the *ad valorem* stamp duty; and (3) one-fourth part of the other costs of reinvestment under both contracts.

The rule in cases of amalgamation, whereby two amalgamated cos. are treated as one, did not apply where the line of one co. was merely leased to another co.: *Re Carlisle, &c. Ry. Co.*, 33 Beav. 253.

A surveyor's fee on reinvestment in land will be apportioned in the same manner as the *ad valorem* duty: *Exp. Corp. of London*, 5 Eq. 418.

Where one set of trustees for two distinct charities, whose lands had been separately taken by different cos., proposed to invest the whole money in Court in one purchase, each co. paid the costs of the separate conveyances, and the costs of the joint proceedings were borne equally: *Re L. B. & S. C. Ry. Co.*, 23 Beav. 605.

(II.)—COSTS OF CONVEYANCE—SS. 82, 83.

1. *Order of Course to tax Bill of Costs of Conveyance, &c.*

UPON the petition of the — Ry. Co. &c., it was alleged [*state circumstances*, as that the Petrs, by and under the authority of the Acts

of Parliament empowering them so to do, purchased from B. of &c. certain lands (tenements and hereditaments) situate in the parish of &c., and which said purchase, so far as regards the payment of the purchase-money, and the execution of the deed of conveyance, was completed, and the said lands &c. have been duly conveyed to the Petrs, but the costs of the vendors in the said matters have not been paid; that the said B. employed A. to act for him as his solr, and C. and D. as his town agents, in relation to the said sale to the Petrs; that the said O. and D. in the month of — delivered unto the Petrs their bill of fees and disbursements in relation to the said sale and conveyance; that the Petrs and the said B. cannot agree as to the amount of the said bill of costs, and are therefore desirous of having the same taxed under the provisions of the Lands Clauses Consolidation Act, 1845]; It was therefore prayed, and it is accordingly ordered, that it be referred to &c., to tax and settle the said bill, and that the Petrs, and also all other parties, do produce &c. and be examined &c.; And it is ordered, that if one-sixth part of the said bill shall be disallowed on such taxation, the said Master do tax the costs of the Petrs of such taxation; And if one-sixth part of such bill shall not be disallowed on such taxation, the said Master do tax the said B.'s costs of such taxation; And the said Master is to certify the amount due in respect of the said bill, having regard to the costs of such taxation to be taxed as aforesaid.

NOTES.

Sect. 82 provides for the payment by the promoters of the costs of the conveyance, and of deducing and verifying the title to lands purchased, as distinguished from lands compulsorily taken, in which case the costs are regulated by sect. 80.

Sect. 83 provides for the taxation of such last-mentioned costs, on a petition by either party; and the expense of taxation is to be borne by the promoters, unless one-sixth part of the costs is disallowed. See Form 1, *sup.*

An order of course for taxation of costs under this section cannot be obtained after payment: *Re S. E. Ry. Co., Exp. Somerville*, 23 Ch. D. 167.

Costs payable by the co. under sect. 82 are limited to the legal expenses of making title and conveying the property (in their largest sense), including the costs of getting in an outstanding legal estate, and obtaining administration for the purpose of the conveyance, but not preliminary expenses of ascertaining what is to be conveyed: *Re The Liverpool Improvement Act*, 5 Eq. 282 (not following *Re S. Wales Ry. Co.*, 14 Beav. 418); *Exp. Buck*, 1 H. & M. 519, 523; *Re Dublin City Market Co., Exp. Keatley*, 25 L. R. Ir. 265; and see *Exp. Phillips*, 3 D. J. & S. 341 (reversing *S. C.*, 2 J. & H. 392).

The costs of an order under the Trustee Acts, rendered necessary by the death, before conveyance, of the owner leaving an infant heir, were payable by the co. under sect. 82: *Re Manchester and Southport Ry. Co.*, 19 Beav. 365; *Re Lowry's Will*, 15 Eq. 78.

But where the owner of an estate contracted to be bought as a reinvestment died before completion, the costs of a suit for specific performance thereby necessitated did not fall on the co.: *Armitage v. Askham*, 1 Jur. N.S. 227; and see *Carpmael v. Proffitt*, 17 Jur. 875; *et v. sup.* p. 1876.

Where a conveyance had been prepared, but through the refusal of incumbancers to execute had not been used, and the co. had executed a deed-poll, the costs of preparing the conveyance were payable by the co.: *Re Diver's Estate*, 1 Jur. N.S. 995.

The costs of apportioning the rent in respect of houses held under one lease, some of which only were taken, were not included in the cost of conveyance under this section: *Exp. Buck*, 1 H. & M. 519.

The costs of conveyance under this section do not include costs of a collateral agreement with the vendor, which, though part of the consideration for the purchase, forms no part of the conveyance: *Re Lietch and Kewney*, 13 W. R. 1055.

(III.)—COSTS UNDER SPECIAL ACTS.

The provisions of the L. C. C. Act as to costs (see s. 80), cannot be considered as incorporated in all subsequent Acts, or Acts incorporating subsequent Acts: *Exp. Vicar of St. Sepulchre's*, 4 D. J. & S. 232; *Re Cherry's Settled Estates*, 4 D. F. & J. 332; *Re Mills' Estate, Exp. Commrs. of Works*, 34 Ch. Div. 24; disapproving dicta in *Re Wood's Estate, Exp. Commrs. of Works*, 31 Ch. Div. 607.

And the Jud. Acts, and O. LXV. 1, do not confer on the Court any new jurisdiction to give costs: *Re Mills' Estate, sup.*; disapproving *Exp. Mercers' Co.*, 10 Ch. D. 481, and *Exp. St. Katharine's Hospital*, 17 Ch. D. 378; *Re Lee and Hemingway*, 24 Ch. D. 669.

Under special Acts in which the L. C. C. Act is not incorporated expressly or by implication, the Court can only allow costs in the particular cases provided for by the special Act: *Re Ld. Stanley of Alderley*, 14 Eq. 227; *Re St. Dunstan's Schools*, 12 Eq. 537; *Re Williams' Estate*, 12 Eq. 488; *Re Harrison's Estates*, 10 Eq. 533; *Re Cherry's Settled Estates, sup.*; and see *Re Merceron*, 7 Ch. D. 184; the decisions in *Re Spitalfields' Schools*, 10 Eq. 671, *Re Saunders' Estate*, 8 Eq. 681, and *Re Edmeade*, 6 Jur. N.S. 986, not having been followed.

In cases under special Acts in which the L. C. C. Act is incorporated, the provisions of the L. C. C. Act will be applicable to the cases not expressly provided for by the special Act: *Re Shuttleworth's Estate Act*, 4 Giff. 87.

Where a prior Act was repealed, and partly re-enacted by a subsequent amalgamation Act incorporating the L. C. C. Act, the costs of an application for payment out of a fund paid in under the prior Act were within the provisions of the L. C. C. Act, s. 80: *Re Ellison's Estate*, 8 D. M. & G. 82.

A private charity, incorporated under Royal charter, and having under a subsequent special Act power to take land, is not an "undertaking or work of a public nature" within sect. 1, and therefore sect. 80 is not incorporated in such special Act: *Re Sion College, Exp. Corp. of London*, 55 L. T. N.S. 589.

As to costs under the Weaver Navigation Act, 47 G. 3, c. lxxxii., see *Re Ld. Stanley of Alderley*, 14 Eq. 227;

—under the 3 & 4 V. c. 87, see *Re St. Dunstan's Schools*, 12 Eq. 537.

Under the Metropolitan Paving Act, 57 G. 3, c. xxix., it has been held that a provision for payment of the expenses of "all purchases from time to time to be made under the Act" will include the costs of a temporary investment in stock: *Re Merceron*, 7 Ch. D. 184; though a contrary decision was given in *Re Gould*, 24 Beav. 442.

Similar words in the Newcastle and Carlisle Railway Act, 10 G. 4, c. lxxii., were held to include the costs of temporary investment: *Exp. Bp. of Durham*, 3 Y. & C. Ex. 690.

Similar words in the Liverpool and Manchester Railway Act, 7 G. 4, c. xlix., were held not to include the costs of payment out of part, and investment in stock of the residue: *Exp. Molyneux*, 2 Coll. 273.

Under the Bristol and Exeter Railway Act, 6 W. 4, c. xxxvi., words authorizing payment of costs on a re-investment in land were held not to include the costs of payment out, though they did include the costs of payment of dividends on the fund in Court: *Re Land*, 4 K. & J. 81; *Exp. Gore-Langton*, 11 Jur. 686; *Re Metford*, 6 Jur. N.S. 796.

Under an Act similarly worded, the Court would not order payment by the co. of the costs of a petition for a transfer of the fund to the person entitled on the death of the life tenant: *Re Williams' Estate*, 12 Eq. 488.

So also under the Midland Railway Act: see *Exp. Thoroton*, 17 L. J. Ch. 167; and under the Derby and Birmingham Railway Act, 6 W. 4, c. xxxv.: *Re Mauseley's Trust*, 4 K. & J. 86, n.; and under the Maryport and Carlisle

Railway Act, 1 V. c. ci.: *Re Musgrave*, 6 Jur. N.S. 797; the contrary decisions in *Re Robertson*, 23 Beav. 433, and *Re Tiverton Market Act*, 26 Beav. 239, not being followed: see V.-C. M. in *Re Harrison's Estates*, 10 Eq. 533.

Under the N. & E. Railway Act, 6 & 7 W. 4, c. ciii., it was held that the costs of payment out included the costs of a petition for that purpose: *Re Toft's Estate*, 2 Jur. N.S. 131.

Under the Poor Law Act, 5 & 6 W. 4, c. 69, a provision for payment of the costs of an application for reinvestment includes the costs of investigating the title of the land to be purchased: *Exp. Lady Byron*, 4 D. M. & G. 691.

As to costs under the Trinity House Act, 6 & 7 W. 4, c. 79, see *Jones v. Lewis*, 2 Mac. & G. 163; *Re Jones*, 4 Jur. N.S. 887.

CHAPTER LIV.

THE RAILWAY COMPANIES ACT, 1867 (30 & 31 V. c. 127).

1. *Order to confirm Scheme—Sects. 16, 17—G. O. 24 Jan. 1868, rr. 15—20, and O. LXI. 10.*

UPON the petition &c. [*enter evidence showing that due notice has been given of the presentation of the petition to confirm the scheme &c.*], This Court being of opinion that the said scheme is beneficial for all parties interested in the said T. V. Ry. Co., including the creditors, Let the said scheme be confirmed; And Let this order be advertised in the *London Gazette* and in &c. [*two local newspapers*]; And Let the said T. V. Ry. Co. pay to W. &c. their costs of the said petition, and be at liberty to retain the said costs, and also their own costs of preparing and carrying into effect the said scheme of arrangement out of the funds of the said co., to be raised under the scheme, all such costs to be taxed by the Taxing Master as between solr and client.—See *Re Teign Valley Ry. Co.*, V.-C. M., 22 Nov. 1867, B. 2672; 17 L. T. N.S. 201.

For the like order, see *Re Cambrian Rys. Co.*, V.-C. B., 22 July, 1871, A. 2062.

2. *Scheme confirmed—Declaration as to its Effect.*

UPON the petition &c., This Court being of opinion that the said amended scheme (which has been filed in the Central Office) does not, according to its true interpretation, bind or purport to bind the outside creditors to accept the deferred Debenture Stock in satisfaction of their debts, and that no sufficient objection to the said amended scheme has been established, doth hereby confirm the said amended scheme.—*Re East and West India Dock Co.*, Chitty, J., 29 Jan. 1890, A. 79; S. C., 44 Ch. Div. 38.

3. *Inrolment stayed for the purpose of Appeal—Sect. 18—O. LXI. 11.*

UPON motion &c., and the J. Ry. Co., by their counsel, undertaking to consent to any application for the hearing of the motion hereinafter mentioned being advanced, which the respondents the D. and S. Ry. Co. may be advised to make, Let the inrolment of the said scheme

dated &c., be stayed until after the motion of the said J. Ry. Co. before the Court of Appeal for a rehearing, which motion has been duly set down to be heard, has been disposed of; And Let the J. Ry. Co. pay to the D. and S. Ry. Co. their costs of this application, to be taxed &c.—*Re The Devon and Somerset Ry. Co.*, V.-C. G., 27 June, 1868, A. 1612.

4. *Leave to issue Writ—Sect. 9.*

UPON motion &c., Let the said H. be at liberty to issue a writ or writs of &c., notwithstanding the scheme filed on behalf of the said co. was confirmed by the order dated &c.—*Re Teign Valley Ry. Co.*, V.-C. M., 3 June, 1869, B. 1555; 17 W. R. 817.

For order under the Act, and in suits brought by mortgagees and debenture holders against a railway co., dealing with the costs of certain actions, and restraining other actions against the co. (sects. 7, 9), see *Re The Cumbrian Rys. Co.'s Scheme*, V.-C. W., 10 Dec. 1867, A. 3014; S. C., 3 Ch. 280. The object would now be effected, where actions have been actually commenced, by applying to the division in which the actions are pending for a stay of proceedings or transfer of such actions under O. XLIX. 1—3: see Vol. I., pp. 697, 698; *et sup.* p. 1949.

5. *Leave to file Fresh Scheme.*

UPON motion &c., Let, notwithstanding the scheme of arrangement between the C. Rys. Co. and their creditors under the said Act, filed on &c., the said C. Rys. Co. be at liberty to file the scheme of arrangement mentioned in the said affidavit of &c., the said co., by their counsel, undertaking to abide by any order this Court may make in regard to taking the original scheme of arrangement off the file, or in respect of costs, or otherwise under the said original scheme.—*Re Cambrian Rys. Co.*, V.-C. W., 31st Jan. 1868, A. 118.

NOTES.

SCHEME OF ARRANGEMENT.

By the Railway Companies Act, 1867 (30 & 31 V. c. 127), ss. 6—24, facilities are afforded to railway cos. to obtain by arrangement fresh capital for the purpose of meeting their engagements; and executions and other processes by creditors are in the meantime suspended, so as to afford time and opportunity for maturing and completing the arrangement: see *Re Cambrian Rys. Co.*, 3 Ch. 278; *Re Devon and Somerset Ry. Co.* (1), 6 Eq. 610, 614; *Re Potteries, &c. Ry. Co.*, 5 Ch. 67.

By sect. 6, where a co. are unable to meet engagements with their creditors, the directors may prepare a scheme of arrangement between the co. and their creditors, and file the same in Court, with a declaration, under the common seal of the co., to the effect that the co. are unable to meet their engagements with their creditors, and with an affidavit of the truth of the declaration made by the chairman and other directors, or the major part of them.

For the mode of entitling, printing, and filing schemes, &c. under this Act, see Gen. Ord. 24th Jan. 1868, rr. 1—9.

Stay of Proceedings pending Scheme.—By sect. 7, after the filing of the scheme the Court might, on summons or motion, restrain any action against the co. on the usual undertaking as to damages, and on such other terms as the Court should think fit: see Gen. Ord. 24th Jan. 1868, r. 14.

By sect. 8, notice of the filing of the scheme is to be published in the *Gazette*. Gen. Ord. 24th Jan. 1868, r. 12, regulates the mode and form of advertisement.

By sect. 9, after such publication of notice, no execution, attachment, or other process against the property of the co. (including unpaid capital: *Re Devon and Somerset Ry. Co.*, 6 Eq. 610) shall be available without leave of the Court, to be obtained on summons or motion.

Under these sections jurisdiction is given to restrain proceedings by unpaid vendors of land, or other creditors, until completion of the arrangement, but this jurisdiction can only be exercised during the period between the filing and inrolment of the scheme: *Re Potteries, &c. Ry. Co.*, 5 Ch. 67; *Re Cambrian Rys. Co.*, 3 Ch. 278; *Re Devon and Somerset Ry. Co.* (1), 6 Eq. 616.

Leave to issue execution under sect. 9 must be applied for in the same branch of the Court in which the scheme is pending: *Dean of Ch. Ch. v. E. & W. Junction Ry. Co.*, 17 W. R. 819.

The Court, in making an order for stay of proceedings by judgment creditors, will not give any superior position to a judgment creditor who has served notice of motion for equitable execution before the filing of the scheme: *Devas v. E. & W. India Dock Co.*, 58 L. J. Ch. 522; 61 L. T. N.S. 217.

Assents to Scheme.—By sect. 10, the scheme is to be assented to by three-fourths in value of the holders of mortgages or bonds issued under the authority of the co., and by three-fourths in value of the holders of debenture stock; by sect. 11, by three-fourths in value of the holders of rent-charges; and by sect. 12, by the like proportion of guaranteed or preference shareholders.

Such assents, when obtained without fraud, are binding on the minority: *Re E. & W. Junction Ry. Co.*, 8 Eq. 87.

A debenture holder, who is also a judgment creditor, is bound by the scheme: *Potteries, &c. Ry. Co. v. Minor*, 6 Ch. 621.

Where the ordinary shares of a co. were to a large extent split up into preferred and deferred half shares, the holders of preferred half shares could not be regarded as a class of preference shareholders whose separate assent was required under sect. 12, but their right of priority would be protected under sect. 17: *Re Brighton and Dyke Ry. Co.*, 44 Ch. Div. 28.

Although a scheme benefits rather than prejudices the general rights or interests of a class of preference shareholders, the assent of the class is necessary if any right or interest is prejudicially affected: *Re Neath and Brecon Ry. Co.*, (1892) 1 Ch. 348.

By sect. 13, the scheme is to be assented to by the ordinary shareholders at an extraordinary general meeting of the co. specially called for that purpose.

By sect. 14, provision is made for similar assents on behalf of the lessor co. in cases where the petitioning co. are lessees of the undertaking.

Sect. 15 provides that where the scheme does not prejudicially affect the right of a particular class of creditors, &c., or of a lessor co., their assent shall not be necessary.

The word "right" refers to something which can be enforced by legal process in consequence of any charge on assets of the co., and outside creditors having no lien or charge cannot be heard to complain of a scheme which does not purport to bind them, merely because it appropriates the free assets to which secured creditors can resort: *Re E. & W. India Dock Co.*, 44 Ch. Div. 38; but the Court would be very reluctant to confirm a scheme which had the effect of leaving unsecured creditors unprovided for and preferring other creditors: *S. C.*

And where the rights of outside creditors are seriously affected (e. g., by a scheme providing that they should accept fully paid-up shares in discharge of their claims), their assents in writing will be required before confirmation of the scheme: *Re Bristol and N. Somerset Ry. Co.*, 6 Eq. 448.

By sect. 16, if at any time within three months after the filing of the scheme, or within such extended time as the Court from time to time thinks fit to allow, the directors of the co. consider the scheme to be assented to as by the Act required, they may apply to the Court by petition in a summary way for confirmation of the scheme. Notice of any such application, when intended,

shall be published in the *Gazette*. A scheme was said to be still pending, though not confirmed within three months, and though no extended time had been allowed: *Robertson v. Wrexham, &c. Ry. Co.*, 17 W. R. 137.

By Gen. Ord. 24 Jan. 1868, r. 15, every petition for confirmation of a scheme shall be presented by the directors, or the major part of them. The petition shall not set forth the scheme, but only refer thereto; and for form of petition, see Sched. 3, Form 2; Morg. 281; 6th ed. 174; Dan. Ch. Forms, 2288; 4th ed. 2115.

Rule 17 provides for the advertising of the petition in the *Gazette*, and a form of advertisement (Sched. 3, Form 3); by rule 19, a creditor or shareholder desiring to be heard in opposition to the confirmation of the scheme is to enter an appearance two clear days before the day of hearing.

As to the right of a debenture holder attending the proceedings to be heard on the legality of a claim against the assets, see *Re Eastern and Midlands Rail. Co.*, 65 L. T. N.S. 668; 66 L. T. N.S. 153.

By sect. 17, after hearing all parties the Court may confirm the scheme.

Order confirming Scheme.—In a proper case the Court will preface its order with a declaration as to the true meaning of the scheme, or of a particular clause: *Re E. & W. India Dock Co.*, 44 Ch. Div. 38, Form 2, *sup.* p. 2048; but this will not be done when the clause is fairly open to two meanings, and affects the rights of parties whose assents might have been given on the footing of the meaning being other than that declared: *S. C.*

Under the Act schemes have been confirmed by which a railway co. has been enabled to issue debenture stock in excess of their statutory powers, and pay their creditors in such stock: *Re Teign Valley Ry. Co.*, 17 L. T. N.S. 201, Form 1, *sup.* p. 2048; though not binding the co. to issue such stock to all the unsecured creditors who applied for it: *Re E. and W. India Dock Co.*, 44 Ch. Div. 38; and to convert mortgages into irredeemable debenture stock: *Re Irish N. W. Ry. Co.*, 1 R. 2 Eq. 425.

Enrolment of Scheme.—By sect. 18, the scheme, when confirmed, shall be enrolled, and shall thenceforth be binding, and have the effect of an Act of Parliament against and in favour of the co., and all parties assenting to, or bound by, the arrangement.

By O. LXI. 10, "A scheme under the Railway Cos. Act, 1867, shall be enrolled in the Enrolment Department of the Central Office."

And by r. 11, "A scheme under the Act shall not be enrolled unless notice of the order confirming it has at least once in every entire week, reckoned from Sunday morning to Saturday evening, which elapses between the pronouncing of the order and the expiration of thirty days from the pronouncing thereof, been inserted in such two newspapers as shall have been appointed by the Judge for the insertion of advertisements under the order made pursuant to that Act, nor unless the newspapers containing those notices are produced to the proper officer when the scheme is presented for enrolment."

By sect. 19, notice of the confirmation and enrolment of the scheme shall be published in the *Gazette*.

By Gen. Ord. 24th Jan. 1868, r. 33, orders made in Chambers under this Act are to be drawn up in Chambers, unless specially directed to be drawn by the registrar, and are to be entered by the registrar.

By r. 35, the power of the Court and of the Judge in Chambers to enlarge or abridge the time for doing any act, or taking any proceeding, to adjourn or review any proceeding, and to give any direction as to the course of proceeding, is to be the same in proceedings in Chancery under the Act, as in proceedings under the ordinary jurisdiction of the Court.

The effect of this rule is to put the parties in the same position with respect to obtaining a stay of enrolment, as in the case of an application in a suit to stay proceedings pending an appeal: *Re Devon and Somerset Ry. Co.* (2), 6 Eq. 618.

Effect of Scheme.—As against unpaid landowners, outside creditors, and even as against an officer of the co., who being aware of the scheme did not object, and generally as against all persons whose claims are not provided for by the arrangement, the scheme, even after confirmation, is not binding: *Re Cambrian Rys. Co.*, 3 Ch. 278; *Re Teign Valley Ry. Co.*, 17 W. R. 817; *Re E. and W. India Dock Co.*, 44 Ch. Div. 38; Form 2, *sup.* p. 2048; and a

judgment creditor who has obtained a writ of *elegit*, and is not bound by a scheme subsequently filed, cannot obtain priority under the scheme over creditors who have accepted the arrangement: *Stevens v. Mid-Hants Ry. Co.*, 8 Ch. 1064.

DEBENTURE STOCK.

By sect. 23, money borrowed or to be borrowed on mortgage or bond or debenture stock is to have priority against the co., and the property from time to time of the co., over all other claims on account of any debts incurred or engagements entered into by them after the passing of the Act; this section does not give creditors, in respect of mortgages, bonds, or debenture stock, any lien or charge which they did not possess before the Act, so as to entitle them to payment in priority out of the proceeds of the surplus lands sold on the application of the judgment creditors of the co.: *Re Hull, Barnsley and West Riding Jn. Ry. Co.*, 40 Ch. Div. 119; and the priority arises only in cases in which the unincumbered assets are being distributed or administered, *e.g.*, moneys received by a receiver appointed under sect. 4 of the Act of 1867.

CHAPTER LV.

PARLIAMENTARY DEPOSITS.

1. *Order for Payment of Deposit out of Court—9 & 10 V. c. 20, s. 5.*

UPON the petition of &c. (*Depositors, or the majority*), and upon reading the said petition [*if so, signed by the Petrs, and an affidavit of &c. filed &c. verifying the signatures to the said petition*], a certificate of the Rt. Hon. &c., the Chairman of Committees of the House of Lords [*or Speaker of the House of Commons*], whereby it appears that the bill for &c. has been withdrawn [*or not allowed to proceed, or rejected, or that an Act for making &c. has received the royal assent*], and an affidavit of &c. filed &c. verifying the signature of the said Chairman [*or Speaker*] to the said certificate, the certificate of the payment in of the sum in the petition mentioned, and the certificate of the fund, This Court doth order that the fund in Court be dealt with as directed in the schedule hereto.—[Add Payment Schedule, Form No. 44.]

For like order after the abandonment of a railway, see *Exp. Birkenhead, &c. Ry. Co.*, V.-O. M., 3 May, 1878, A. 798.

2. *Payment out on Certificate of Treasury Solicitor of Execution of Bond under the Provisions of the Special Act.*

UPON the petition of &c. (*Depositors*), and upon reading the said petition [*if so, signed &c., Form 1*], the bond dated &c., a certificate sealed with the official seal of the solr for the affairs of Her Majesty's Treasury, dated &c. (the Ry. Act, 187—), an office copy certificate of the lodgment of the cash hereinafter mentioned in Court, and the certificate of the fund, Let the fund in Court be dealt with as directed in the schedule hereto.—[Add Payment Schedule, Form No. 44.]

For like order, before the Treasury Solicitor Act, 1876 (39 & 40 V. c. 18), see *Re Ramsay Ry.*, V.-O. W., 23 Nov. 1861, B. 2111.

3. *The Like—On Certificate of Secretary to the Board of Trade of Moiety of Capital paid up, and part completion.*

UPON the petition of &c. (*Depositors*), and upon reading the said petition [*if so, signed &c., Form 1*], the Act of Parliament for the

making and maintaining of the — Ry, and for other purposes, a certificate signed — Secretary or Assistant-Secretary to the Board of Trade, dated &c., and an office copy certificate of the lodgment in Court of the anns hereinafter mentioned, and the certificate of the fund, This Court doth order that the fund in Court be dealt with as directed in the schedule hereto.—[Add Payment Schedule, Forms Nos. 35 and 44.]— See *Re Charing Cross Ry.*; V.-C. W., 23 Nov. 1861, A. 2069.

4. *Order for Inquiries on Petition for Payment out of Parliamentary Deposit.*

UPON the petition of &c., and upon reading the said petition, an office copy certificate of lodgment by the Petrs of the Consols in the petition mentioned, an affidavit of &c., and the certificate of the fund, Let &c. 1. An inquiry whether the property of any landowners or other persons has been interfered with, or otherwise rendered less valuable, by the commencement, construction, or abandonment of the railway in the petition mentioned, or any portion thereof, or whether any landowners or other persons have been subjected to injury or loss in consequence of the exercise of the compulsory powers of taking property conferred upon the co. by the said Act, for which injury or loss no compensation, or inadequate compensation, has been paid. 2. An inquiry whether anything, and if anything what, is due, and to whom, by way of compensation for any lands so interfered with or rendered less valuable, or for such injury or loss. 3. An inquiry whether any person or persons, other than the Petrs, is or are entitled to the residue of the said Consols after payment of such compensation, if any, or to any part of such residue. And any persons interested are to be at liberty to apply in Chambers for the distribution of the fund in Court after the result of such inquiries.—*Re London and Aylesbury Ry. Co.*, V.-C. M., 12 July, 1878, B. 1418.

5. *Another Form.*

UPON the appeal &c., discharge order dated &c.; And it appearing to the Court that the Petrs, or some of them, are persons whose property has been rendered less valuable by the abandonment of the railway authorized by the P. &c. Railway Act, for which no compensation has been made; Let the following &c.: 1. An inquiry what landowners and other persons there are whose property has been interfered with, or otherwise rendered less valuable by the commencement, construction, or abandonment of the said railway, or any portion thereof. 2. An inquiry whether any, and if so what, compensation has been paid in respect of such interference or diminution in value. 3. An inquiry what sums will make compensation for such interference or diminution in value.—Petrs to pay the costs.—Adjourn further consideration.—

Liberty to apply.—*Re The Potteries, Shrewsbury and North Wales Ry. Co.*, C. A., 15 Nov. 1883, B. 5031; *S. C.*, 25 Ch. Div. 251.

The usual inquiry as to landowners and other claimants for compensation was not dispensed with, though no notices to treat had been issued, and the powers of the co. had been in no way exercised: *Re Brewood Ry. Co.*, W. N. (79) 109.

6. Inquiry as to Expenses of obtaining Acts of Parliament.

[*Inquiries 1 and 2, as in Form 4.*] And the Petr by his counsel admitting that the debts owing by the said co. other than to the creditors to be ascertained by the inquiry hereinbefore directed, exceed in amount the sum of £—, Let (without prejudice to any question) an inquiry be made whether anything and what is owing by the said co. to any and what person or persons in respect of the obtaining the said Act of 1873, or the Acts of 1876 and 1880, or either of them, or in respect of the execution or abandonment of any of the works in the said Acts or any of them mentioned, or otherwise in relation to the said Acts. And the further hearing of the petition is adjourned.—*Re The Manchester and Milford Railway (Devil's Bridge Branch Abandonment) Act*, 1880, V.-C. Hall, 12 Nov. 1880, B. 1958.

7. Declaration as to Application of Fund in Court and Inquiry as to Creditors.

UPON the further hearing of the petition &c., Declare that the £6,521 : 14s. 9d. New Consols in Court to the credit of &c., are applicable and ought to be applied towards compensating any landowners or other persons whose property may have been interfered with, or otherwise rendered less valuable, by the commencement, construction, or abandonment of the F. &c. Railway, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the said co. by the F. &c. Railway Act, 1873, and for which injury or loss no compensation, or inadequate compensation shall have been paid, and, subject to the declaration aforesaid, that if the said co. is insolvent and has been ordered to be wound up, or a receiver is appointed, the said New Consols are liable in the discretion of the Court to be paid or transferred, wholly or in part, to such receiver, or to the liquidator or liquidators of the co., or to be otherwise applied as part of the assets of the co. for the benefit of the creditors of the said co.; and that, subject as aforesaid, the said New Consols belong to the Petrs; And Let an inquiry be made whether there are any and what creditors of the co. whose debts remain unpaid, and what is due to such creditors respectively from the co.—Reserve the costs.—*Exp. The Undertaking of the Freshwater, Yarmouth and Newport Ry. Bill*, M. R., 8 Aug. 1878, A. 1989.

8. *Another Form—Declarations as to Application of Fund and Rights of Creditors.*

UPON the appeal &c., Discharge orders dated &c., Declare that, subject to the payment of the costs hereinafter directed to be taxed, the fund in Court to the credit of &c. is to be applied in the first place in payment of compensation to landowners and others who shall establish loss or injury to their property under sect. 35 of the U. &c. Railway Act, by reason of the abandonment of the railway authorized by the said Act, and that the surplus of the said fund is to be applied in payment *pari passu* of the creditors of the U. &c. Railway Co.; And Declare that M., as a creditor of the co., is entitled, and that W., G., and H. will be entitled, on proving injury or damage under sect. 4 of the U. &c. Railway Abandonment Act, to rank as creditors of the co., and to be paid out of the surplus of the said fund *pari passu* with the other creditors of the said co.—Reference to tax.—[Add Payment Schedule, Form 32.]-*Exp. the Undertaking of the Uzbridge and Rickmansworth Ry. Bill*, C. A., 25 Jan. 1890, B. 108; S. C., 43 Ch. Div. 536.

9. *Abandonment under a Special Railway Act—Inquiries as to Persons entitled to Compensation.*

UPON the petition &c., Let an inquiry be made who is entitled to compensation under sect. 34 of 37 & 38 V. c. clxxi., intituled &c., out of the £— new consols in Court to the credit of &c.; Adjourn the further hearing of this petition until after the Chief Clerk shall have made his certificate pursuant to this order.—See *Re Nettlebridge Valley Ry. Act*, 1874, M. R., 8 July, 1878, B. 1471.

10. *Abandonment of Tramway—Inquiries as to interference with Property of Landowners and Road Authorities.*

LET the following inquiries be made: (1.) An inquiry whether the property of any landowner or other person has been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the said tramways or any portion thereof. (2.) An inquiry whether anything, and if anything what, is due, and to whom, by way of compensation for any lands so interfered with or rendered less valuable. (3.) An inquiry whether there are any, and if so what, road authorities who have incurred expense in taking up any tramway, or any materials connected therewith, placed by the applicants in or to any road vested in or maintainable by such road authority, or whether any damage has been caused to such roads by the construction or abandonment of such tramway. (4.) An inquiry what sums will make compensation for such expense and damage respectively, if any. (5.) An inquiry whether any person or persons

other than the applicants is or are entitled to £— in Court to the credit of the undertaking of the Coventry, &c. Tramways Bill, or to the residue thereof after payment of such compensation, if any.—Liberty to apply for distribution of fund.—*Ex parte Coventry and Nuneaton Tramways*, Stirling, J., 2 Nov. 1887, A. 1552.

11. Another Form.

LET the following inquiries be made, that is to say:—(1.) An inquiry whether the property of any landowners or other persons has been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the tramways, Nos. &c., and authorized by the B. and W. D. Tramways Order, 1885, or any portion thereof, and whether any landowners or other persons have been subjected to injury or loss in consequence of the exercise of the compulsory powers of taking property given in connexion with such tramways by the said order, for which injury or loss no compensation or inadequate compensation has been made. (2.) An inquiry whether anything, and if anything what, is due, and to whom, by way of compensation for any lands so interfered with or rendered less valuable, and for such injury or loss. (3.) An inquiry whether there are any, and if so what, road authorities who have incurred expense in taking up any tramway or any materials connected therewith placed by the tramway company in or on any road vested or maintainable by such authorities, and in making good all damage caused to such roads by the construction or abandonment of such tramway. (4.) An inquiry what sums will make compensation for such expenses and damage respectively (if any). 5. An inquiry whether any creditors of the tramway company or any person or persons other than the depositor applicant, as the surviving depositor, is or are entitled to the residue of the fund in Court after payment of such compensation, if any, or to any part of such residue. And Let the fund in Court be dealt with as directed in the schedule hereto. Schedule.—*Ex parte Birmingham and District Tramways Co.*, Kekewich, J., at Chambers, May 15th, 1893, B. 863.

For the form of order to wind up a railway co. after grant of a warrant for abandonment, see Gen. Ord. 11 Nov. 1862, Form 4; *Re Waterford and Passage Ry. Co.*, V.-C. M., 12 Nov. 1869, B. 2677; *Re Skipton and Wharfedale Ry. Co.*, 20 L. T. N.S. 359.

NOTES.

PARLIAMENTARY DEPOSITS.

By the Standing Orders of the House of Lords, No. 57, Commons, No. 57, 5 p. c. of the estimated cost of construction of new works (or 4 p. c. of such cost of construction of substituted works) by a railway or tramway co. not already incorporated, is to be deposited in the Chancery Division.

Where the money for the work is to be raised on the security of existing surplus revenue, or where no private pecuniary profit is to be derived, no deposit is required: H. L. 58, 59; H. C. 58, 59.

By 9 & 10 V. c. 20, repealing 1 & 2 V. c. 117, ss. 2, 3, money required by standing orders of either House of Parliament to be deposited by the subscribers of any work or undertaking, to be authorized by an Act, may be paid by not more than five of the directors or managers, or the survivors of them,

to the Chancery Paymaster in England, under the warrant of one of the clerks in the office of the clerks of Parliament, or of the private bill office. By S. C. F. R. 1886, r. 77, money paid into Court in pursuance of the Act, or any Act amending the same, is not to be placed on deposit.

By sect. 3, if the persons named in the warrant have previously invested the money in Consols, or Exchequer Bills, or other Government securities, they may, by the like warrant, transfer or deposit such stock or securities instead, at their price when purchased.

It is not necessary that the deposited money or stock should belong to the promoters, and an agreement to withdraw the bill, if the deposit be not repaid or retransferred to the lenders by a specified date, is valid: *Scott v. Oakeley*, 33 Beav. 501.

But if the co. is subsequently wound up, the lenders have no claim under the Railways Abandonment Act, 1869 (32 & 33 V. c. 114), s. 5, to have their rights specially provided for: *Re Waterford, &c. Ry. Co.*, 1 R. 4 Eq. 490.

By sect. 4, the Court may, on the petition of the persons named, or the survivors, order the money to be invested in any Government security or securities, at their option.

A deposit has been invested as cash under control of the Court in *East India Stock*: *Re Southwold Ry. Co.'s Bill*, 1 Ch. D. 697; *contra*, *Exp. G. N. Ry. Co.*, 9 Eq. 274; see O. xxii. 17.

By sect. 5, at the end of the session, or if the petition or bill shall be rejected or finally withdrawn by some proceeding in either House, or not allowed to proceed, or if the persons by whom the money was paid or security deposited fail to petition, or if an Act be passed authorizing the work, the Court may, on the petition of such persons, or the survivors or majority of such persons, order payment or transfer of the money or stock or securities, and any interest, to the party or parties applying, or to any other person or persons whom they may appoint in that behalf; but no such payment or transfer is to be ordered where the petition or bill has been rejected, withdrawn, or not presented, or where the Act has been passed, without the certificate of the Chairman of Committees of the House of Lords, or of the Speaker of the House of Commons with reference to proceedings in the Houses respectively, to such effect, which certificate is to be granted on the application of the same persons, or the survivors, or majority of them. A certificate signed by the Deputy Speaker, in the unavoidable absence of the Speaker, was held sufficient: *Exp. Stocksbridge, &c. Bill*, 2 Eq. 364.

Under O. lv. 2 (6), applications under 9 & 10 V. c. 20, and any other Act relating to parliamentary deposits, for investment, payment of dividends, and payment out of Court, may be made by summons in Chambers.

The signatures of the petitioners or applicants, verified, where possible, by the affidavit of a solr, are sufficient authority to enable the Court to order payment of the fund deposited to the nominees of the depositors, or of the survivors, or majority: see *Re Warwick, &c. Ry.*, 13 Sim. 31.

The practice has been to order payment on the petition of the majority of the depositors; the decisions in *Re Staines, &c. Ry. Co.*, 9 Jur. 479, and *Re Surrey, &c. Ry. Co.*, V.-C. K. B., 6 May, 1846, not having been followed.

Where the signatures to the petition were attested by a solr, the affidavit verifying them was dispensed with: *Exp. Brompton Waterworks*, 8 W. R. 636, n.

Where the petition was sealed with the common seal of a co., verification by affidavit was not required: *Exp. L. C. & D. Ry. Co.*, 8 W. R. 636.

When the petition was sealed with the co.'s seal, a stamped power of attorney was not required to enable their nominee to receive the deposit; *secus*, if a mere authority to receive it, and not the original petition, was sealed: *Re Dartmouth, &c. Ry. Co.*, 9 W. R. 609.

On the question whether part of the deposit can be paid out, in cases not within the statutory provisions inserted in the special Acts under the Standing Orders, H. C. 158, see *Re Bradford Tramways Co.*, 2 Ch. D. 273; 4 Ch. Div. 18, 21; *Re Aberystwith Ry. Co.*, 7 Jur. N.S. 564.

SPECIAL PROVISIONS IN RAILWAY OR TRAMWAY ACTS.

By the standing orders of the Houses of Parliament the following rules are prescribed with respect to private bills.

Where a railway or tramway bill is promoted by an existing co., a clause is to be inserted in the bill, providing that a penalty of £50 a day on non-completion within the time limited until the line is opened for traffic, or until the penalty amounts to £5 p. c. on the estimated cost of construction, is to be paid into Court, except in certain cases provided for in the standing orders: H. L. 114, 117; H. C. 158.

Where the bill is promoted by persons not incorporated, or by an existing co., if the capital to be raised under the bill is greater than its existing authorized capital, a clause is to be inserted providing that, notwithstanding anything contained in 9 V. c. 20, the deposit shall not be paid or transferred out, unless the co. shall complete the work within the time limited, or prove, to the satisfaction of the Board of Trade, that the co. have paid up one-half of the capital, and expended an equal sum for the purposes of their Act: H. L. 115; H. C. 158; and further, that on the opening of a portion of the line within such time (as certified by the Board of Trade), a proportionate part of the deposit may be paid or transferred out: H. C. 158.

In all bills for the construction, or extending the time for construction, of railways or tramways, a clause is to be inserted, providing that, on non-compliance with the above provisions, the deposit and penalty money is to be applied towards compensating any landowners "or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the undertaking, or any portion thereof, or who have been subjected to injury or loss in consequence of any compulsory powers of taking property given in connection with the undertaking, and have received no compensation or inadequate compensation for such injury or loss;" and (in the case of tramways) towards compensating road authorities, and subject thereto is either to be forfeited to the Crown, "or in the discretion of the Court, if the co. is insolvent, and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver, or to the liquidator or liquidators of the co., or be otherwise applied as part of the assets of the co. for the benefit of the creditors thereof." Any dividends in respect of the deposit (but not of the penalty), until it be repaid, or become otherwise applicable as above mentioned, are to be paid to, or on the application of the depositors: H. L. 116; H. C. 158.

And now by the Parliamentary Deposits and Bonds Act, 1892 (55 & 56 V. c. 27), s. 1 (varying the usual clause above stated), it is provided that where a deposit has been made in pursuance of any Act of Parliament to secure the completion by any company of any undertaking authorized by Act of Parliament, and the undertaking has not been completed within the time limited in that behalf, the High Court may, notwithstanding anything in any such Act, order that the deposit fund be applied towards compensating landowners or road authorities in the manner above indicated, and subject to payment of any such compensation, and *notwithstanding* any provision as to the forfeiture to the Crown, the Court may, if a receiver has been appointed, or the co. is insolvent, &c., order that the deposit be paid or transferred as above mentioned, and, subject to such application, may, after such public notice as seems reasonable, order payment or transfer to the depositors or the persons claiming through or under them. Under this section the Court has no jurisdiction to make an order until the time for completion has expired, even though the compulsory powers have expired, no capital has been raised, no steps to acquire land, and a resolution for abandonment passed: *Exp. Chambers*, (1893) 1 Ch. 47.

The Court has a judicial discretion as to the direction of public notices; and on an application in respect of a small abandoned portion of a complete line did not require public notice to be given to creditors, but only to landowners: *Re Hull, Barnsley, and W. Riding Ry.* W. N. (93) 83.

In the usual clause the words "commencement, construction, or abandonment," are to be read disjunctively, and the measure of injury must be determined by comparing the value of the land immediately before, with its value immediately after, the abandonment: *Re Potteries, Shrewsbury, and N. Wales Ry. Co.*, 25 Ch. Div. 251; whether the word "commencement" must be confined to commencement under the parliamentary powers, or will include commencement in anticipation of such powers, *quære*: *S. C.*

There can be no compensation in respect of works begun by a landowner

before the company have obtained their Act, and on the speculation that they will be adopted by the company when the Act is obtained: *S. C.*

The right to compensation may extend to the mortgagees of a landowner: *S. C.*

A landowner, as a general rule, can claim compensation only for acts or omissions of the co. under their statutory powers, and not for breach of any collateral obligation entered into by them, *e. g.*, a covenant to put up fences; unless (*semble*) the breach is necessarily involved in the abandonment and indistinguishable from it, *e. g.*, in the case of a covenant by the co. to build a railway station: *Re Ruthin, &c. Ry. Act*, 32 Ch. Div. 438.

Where by a subsequent Act it was provided that an insolvent co. should forthwith proceed to wind up its affairs and discharge all liabilities, and thereupon be dissolved, it was held that the co. had been "ordered to be wound up" within the meaning of the usual clause: *Re Uxbridge and Rickmansworth Ry. Co.*, 43 Ch. Div. 536; and the Crown's right of forfeiture under the clause was held to be excluded by a section in a subsequent Act, enacting that, subject to the provisions of the previous Act with respect to compensation to landowners and other persons injured, the Court might order the return of the deposit to the depositors: *S. C.*

The words, "in consequence of the compulsory powers," mean in consequence of the exercise of the compulsory powers, and mere service of a notice to treat, even if followed by a contract, is not such an exercise so as to give priority to a landowner under the clause: *S. C.*

Expenses incurred by the landowner to his solicitor and surveyor in consequence of a notice to treat, and whether followed or not by an abortive agreement, do not constitute such loss or damage, as is a subject for compensation under the clause: *S. C.*

Where a subsequent abandonment Act provided that the company should be released from liabilities to or in respect of the purchase of land, and for the making of compensation to owners, occupiers, &c., for all injury or damage by reason of the purchase of land, persons entitled under this enactment, not being entitled to priority under the clause in the original Act, ranked *pari passu* with the other creditors: *S. C.*

Where the co. had allowed the powers to lapse, but no winding-up order had been made or receiver appointed, and the conditions of the clause had therefore not been fulfilled, the creditors of the co. had no claim on the deposit: *Re Enniskillen and Bundoran Ry. Co.*, 25 L. R. Ir. 472.

In the exercise by the Court of its discretion as to the application of the fund, promoters and parliamentary agents claiming in respect of the promotion of the co., or of costs of obtaining the Act, were regarded as not being "meritorious creditors," and were not, in the first instance, admitted to share in the fund: *Re Birmingham and Lichfield Junction Ry. Co.*, 28 Ch. D. 652; but since the Parliamentary Deposits and Bonds Act, 1892, the distinction between meritorious and non-meritorious creditors has disappeared, and the inquiry should go as to all creditors: *Re Hull, Barnsley, and W. Riding Jn. Ry. Co.*, W. N. (93) 83; *Re Bradford and District Tram Co.*, W. N. (93) 107.

A clause is to be inserted in every railway bill, under which money is to be raised, prohibiting payment thereout of any other railway parliamentary deposit: H. L. 129; H. C. 168.

A special clause was sometimes inserted in the particular Act, that, notwithstanding 9 V. c. 20, the stock or sum deposited, and the interest thereof, should not be paid or transferred out, except on the execution and deposit by the co. of a bond with sureties to complete the work, to the satisfaction of the Solicitor to the Treasury, unless the co. should complete the work within the time limited, or prove to the Board of Trade that they had paid up half of the capital, and expended an equal sum for the purposes of the Act; and that in default the deposit should be forfeited and carried to the Consolidated Fund; but that, if such conditions should be complied with, payment out might be ordered without any certificate of the Act having passed, and the certificates of the Solicitor to the Treasury or Board of Trade were respectively to be evidence of the execution of the bond, or that the necessary facts had been proved to the Board: see the Charing Cross Railway Act, 1859, 22 & 23 V. c. lxxxi. s. 95; and the Ramsay Railway Act, 24 & 25 V. c. cxiv.; and, for the orders, see *Re Ramsay Ry.*, *sup.* p. 2053; *Re Charing Cross Ry.*, Form 3, *sup.* p. 2053.

By the Parliamentary Deposits and Bonds Act, 1892, s. 2, where a bond has been given, and the undertaking has not been completed within the time limited, the money thereby secured is to be applicable to the same purposes as a deposit fund (*v. sup.*), and the Treasury may cancel the bond on proof to their satisfaction that the money has been applied or is not required for those purposes.

By 14 & 15 V. c. 64, s. 3, where, by any Act relating to a railway, the Board of Trade is empowered or required to make or issue any certificate, &c., the signature of one of the joint secretaries of the Board, or of some assistant secretary, or other officer appointed by them, to any written or printed document purporting to be so signed, is to be received in evidence, without proof of the authority or signature of such secretary or other officer.

By the Treasury Solr Act, 1876 (39 & 40 V. c. 18, s. 1), the Solr to the Treasury is constituted a corporation sole, under the title of the Solr for the affairs of H. M. Treasury, with an official seal; and any document purporting to be sealed with such seal is receivable in evidence.

ABANDONMENT OF RAILWAYS ACTS.

The Abandonment of Railways Act, 1869 (32 & 33 V. c. 114), is to be construed as one with the Abandonment of Railways Act, 1850 (13 & 14 V. c. 83), as amended by the Railway Cos. Act, 1867 (30 & 31 V. c. 127), ss. 31—35.

Under these Acts, a warrant for the abandonment of any railway authorized by Act of Parliament passed before 1867 may be granted by the Board of Trade at the instance of the holders of three-fifths of the shares or stock of the co., or, if three-fifths of the capital has not been subscribed, on the application of any member, director, or such other person engaged in the promotion of the railway as therein mentioned, or (32 & 33 V. c. 114, s. 8), if the railway is not open for traffic, at the instance of a judgment creditor.

By the Abandonment of Railways Act, 1869, s. 4, where a warrant has been granted under these Acts for the abandonment of the whole railway, a petition for winding up the affairs of the co. may be presented, under the Cos. Acts, 1862 and 1867, by the co., or by any person who, under the last-mentioned Acts, is authorized to present a petition for winding up a co., or by any person upon whose application the Board of Trade might have granted a warrant of abandonment in pursuance of the Railway Cos. Act, 1867.

The petition may be entitled in the matter of the Cos. Acts only, and not of the Abandonment Acts: see Gen. Ord. 21 March, 1868, r. 1.

Before the Railway Cos. Act, 1867, railway cos., for the abandonment of whose lines warrants had been granted under the Act of 1850, were subject to the provisions of the Winding-up Act, 1848, and not of the Cos. Act, 1862.

Before the Act of 1869, such cos. could only be wound up on the petition of shareholders, and not of creditors: *Re North Kent Ry. Co.*, 8 Eq. 356; and see Buckley, 348 (3rd ed.); 432 (6th ed.).

By sect. 5, if the warrant for abandonment was made on condition that the deposit money, bond, &c., forming the security for completion, should be applicable as part of the assets of the co., the Court may direct that the same shall not be applied for the payment of any debt "which, regard being had to what is fair and reasonable as between all the parties interested under all the circumstances of the case, appears to the Court to have been incurred on account of the promotion of the co."

Claims in respect of expenses incurred by parliamentary agents and solrs in getting the bill for a projected railway passed, and in respect of moneys advanced by the intending contractor for the same purpose, are debts incurred on account of the promotion of the co. within this section: *Re Brampton & Longtown Ry. Co.*, 10 Eq. 613; *Re Barry Ry. Co.*, 4 Ch. Div. 315; and see *Re Kensington Station Co.*, 20 Eq. 197; *Re Birmingham and Lichfield Junction Ry. Co.*, 28 Ch. D. 652.

By sect. 6 (1), the Court may order such money, &c. to be paid to the official liquidator, and (unless satisfied that it is not required as assets) to no other person: see *Re Waterford & Passage Ry. Co.* V.-C. M., 15 March, 1870, B. 575.

The Treasury Commrs. may, upon the application of the official liquidator,

made with the sanction of the Court, assign the bond to him (2); and any bond so assigned may, after a sufficient sum has been paid thereunder as assets of the co., be cancelled by the Court (3).

By sect. 7, all rights in respect of any part of the money, &c. not required for payment of the debts and liabilities of the co. are left unaffected.

By sect. 8, where no part of the railway is open for traffic, the Board of Trade may proceed under the Acts on the application of a judgment creditor.

By sect. 9, notices under the Railway Abandonment Act, 1850, may be given in certain cases as the Board of Trade directs.

By the Railway Cos. Act, 1867, s. 34, where a warrant of abandonment has been granted under the Abandonment of Railways Act, 1850, as extended by sect. 31, the Treasury may cancel any bond entered into for securing the completion of the railway; or, in case of the abandonment of part of the railway only, may cancel the bond, on receiving another for a proportionate part of the amount secured by the former bond; and any money deposited as security, or the proportionate part thereof, shall be paid out to the persons who would be entitled to receive the same, if the railway had been completed and opened for traffic. And the Court is, on the application of those persons, to order payment accordingly, on a certificate of the Board of Trade certifying that a warrant for abandonment has been granted.

By the Railways Abandonment Act, 1850, s. 18, the certificate of the Commissioners of Railways, that notice of the warrant of abandonment has been duly published, is to be accepted as evidence.

The costs of an unopposed petition by the original depositor for payment out of Court to him of the parliamentary deposit of a co. which had abandoned its railway and was being wound up by the Court, were ordered to be paid out of the general assets of the co.: *Re Laugharne Ry. Co.*, 12 Eq. 454; 19 W. R. 1108.

THE TRAMWAYS ACT, 1870 (33 & 34 V. c. 78).

By sect. 12, before a provisional order of the Board of Trade under the Act, authorizing the construction of a tramway, is delivered to the promoters of a co., they are to pay, in manner prescribed by any rules made in pursuance of the Act, a deposit of not less than £4 p. c. on the estimated expense of construction.

By sect. 64 (2), the Board of Trade may make rules respecting "the payment of money or lodgment of securities by way of deposits, the repayment and forfeiture of the same, the investment of the same, the amount and payment of interest or dividends from time to time accruing due on such deposit;" and such rules are to be of the same force as if enacted in the Act, and to be judicially noticed.

By the Board of Trade Rules, before delivery of a provisional order, the promoters, unless they are a local authority, are to pay into Court a deposit of not less than £5 p. c. on the estimated expense of construction, to the credit of the particular tramway; the deposit may consist of an equivalent sum of bank anns. or of any stocks, funds, or securities on which cash under the control of the Court is for the time being permitted to be invested: and the warrant of the Board of Trade is a sufficient authority to the promoters to make such payment in, transfer, or deposit: r. 20.

Money paid into Court may be invested on the application of the persons named in the warrant, or of the majority or survivors of them, in such securities as they desire, and the Court thinks fit: r. 20; and on the application of such persons, or the majority or survivors of them, their exors, admors, or assigns (by r. 20 termed "the depositors"), the Court is to order the return of the deposit on completion and opening for traffic within the time prescribed by the provisional order, or the time prolonged by direction of the Board of Trade, or, if no time is prescribed, or the time has not been prolonged, then within two years from the passing of the Act confirming the order; and so, on a certificate of the Board of Trade, specifying the length of any portion of the tramway which has been opened, of a proportionate part of the deposit fund: r. 23.

If the line is not opened for traffic within the above period, the deposit fund is, after due notice, to be applied towards compensating road authorities

for the expense incurred by them in taking up lines, and making good damage to the roads, in manner and proportion as to the Court may seem fit, and if no such compensation be payable, or if a portion of the deposit fund proves sufficient to satisfy all claims, then the deposit fund or the portion not required shall, and subject thereto, be forfeited to the Crown, "in the discretion of the Court, if the promoters are a co., and a receiver has been appointed, or if such co. is insolvent and has been ordered to be wound up, be paid or transferred to such receiver, or to the liquidator or liquidators of the co., or be applied, in the discretion of the Court, as part of the assets of the co. for the benefit of the creditors thereof." r. 22.

Under this rule (which is in substance the same as sect. 1 of the Parliamentary Deposits and Bonds Act, 1892, *sup.* p. 2059), the Court has no jurisdiction to order the liquidator's general costs of the liquidation to be paid out of the deposit, nor can he be allowed any costs beyond those of proceedings taken by him in reference to the application of the deposit: *Re Colchester Tramways Co.*, (1893) 1 Ch. 309.

For cases under the corresponding (and similar) rule of 1876 (r. 26), see *Re Tynemouth Tramways Co.*, 33 L. T. N.S. 8; *Re L. & County Tramways Co.*, W. N. (75) 49.

The intention of that rule was held to be—First, that the promoters were not, by any subterfuge or device, to get the deposit money back again, either directly or indirectly, if the work were not done; secondly, that the creditors only were to be considered, and not the shareholders; and thirdly, that the only creditors to be considered were meritorious creditors, that is, persons who were not responsible for what had happened in any way; and therefore the deposit would not be paid to the official liquidator, when the only creditors were the promoters or their assigns: *Re Lowestoft, &c. Tramway Co.*, 6 Ch. D. 484; *Re Birmingham and Lichfield Junction Ry. Co.*, 28 Ch. D. 652; and see Buckley, 3rd ed. 224; 6th ed. 283, 284.

So, too, on the construction of a special Act similarly worded, it was held that no part of the deposit could be applied as assets of the co., until it was ascertained that there were debts which could not be paid by means of calls: *Re Bradford Tramways Co.*, 4 Ch. Div. 21; 2 Ch. D. 373.

The depositors are to be entitled to the interest or dividends on the deposit fund while in Court, and the Court may make orders accordingly: r. 24.

If either House refuse to confirm any provisional order, or authorize only a portion of the line, or the order be withdrawn before confirmation, the Court is, upon production of a certificate of the Board of Trade, to order the deposit fund, or a proportional part, to be paid to the depositors, or as they shall direct: r. 24.

Applications to the Court under the rules are to be made in a summary manner by summons at Chambers: r. 24.

The costs of solrs employed in obtaining provisional orders under the Act will be taxed on the Chancery, not the Parliamentary, scale: *Re Morley*, 20 Eq. 17; 23 W. R. 532.

LIFE ASSURANCE COMPANIES ACTS, 1870—1872.

By the Life Assurance Cos. Acts, 1870, 1871, and 1872, provision is made for deposit by new cos. of £20,000, and for rules to be made by the Board of Trade as to payment of dividends thereon, and other matters.

Rules under these Acts were made by the Board of Trade on the 28th August, 1872.

On a petition of depositors for return of £20,000 deposit, the Court directed the deposit to be returned to them in accordance with r. 6, though the Act directs it shall be returned to the co. The petitioners were directed to sign the petition: *Re Colonial Mutual Life Ass. Soc.*, 21 Ch. D. 837.

The accumulated fund required in such a case prior to the return of the deposit may consist of accumulations already existing abroad, and arising from the original business of the co.: *S. C.*

Under r. 4 of the Board of Trade Rules of 1872, the money deposited may be directed to be invested in Anns, Class B., of the East Indian Railway Co.: *Re Blue Ribbon Life, &c. Ass. Co.*, 38 W. R. 104.

On a petition under the Acts, the depositors were ordered to be added as co-petitioners: *Re Scottish Life Ass. Soc.*, W. N. (87) 63.

CHAPTER LVI.

COMPANIES.



(1.)—REDUCTION OF CAPITAL—THE COMPANIES ACTS, 1867, 1877
(30 & 31 V. c. 131, ss. 9—20; 40 & 41 V. c. 26).

1. *Order confirming Special Resolution—Notice to Creditors
dispensed with.*

UPON the petition &c., And the Court not requiring any notice to creditors, or advertisement of any notice, that the petition was appointed to be heard this day, Let the special resolution passed at an extraordinary general meeting of the Petrs, the L. Co., held on &c., and confirmed at an extraordinary general meeting of the said co., on &c., which resolution was in the words and figures following, that is to say: "That the capital" &c. (*verbatim recital*) be confirmed; And Let this order be produced to the Registrar of Joint Stock Cos.; And Let an office copy of this order be delivered to him, together with a minute in the words or to the effect set forth in the schedule hereto; And Let notice of the registration of this order be published as follows, that is to say: (once in the *Times*, and once in some newspaper published in — and —); And Let the words "and Reduced" form part of the name of the said co. for (one month) from the date of this order [*or* And Let the addition of the words "and Reduced" to the title of the said co. be altogether dispensed with; *or*, And the words "and Reduced" are not from henceforth to be deemed part of the name of the said co.].—See *Re Langdale's Chemical Manure Co.*, V.-C. H., 15 March, 1878, B. 627; *Re Llynvi, Tondy and Ogmere Coal and Iron Co.*, V.-C. M., 15 Dec. 1877, B. 2167; *Re Ebbw Vale Steel, Iron and Coal Co.*, M. R., 19 Jan. 1878, A. 262; *Re Anglo-Foreign Banking Co., Limited and Reduced*, M. R., 8 July, 1878, A. 1339; *Re Colonial Assurance Corp.*, M. R., 24 June, 1880, A. 442.

The minute set forth in the schedule should be entitled, "Minute approved by the Court," and should state briefly the amount of the co.'s capital as altered by the order, the number of shares into which such capital is to be divided, the amount of each share, and the amount which it is proposed shall be deemed to be paid up on each share, thus: "The capital of the co. is £—, divided into — shares of £— each, on each of which the full amount of £— has been paid up," adding, if necessary, "with the exception of the after-mentioned shares, that is to say, the — shares respectively num-

bered, &c., on each of which the sum of £— has been paid up," or as the case may be.

In recent cases (and in addition to the requirements of either the Act of 1867, s. 15, or the Act of 1877, s. 4) the Court has required that the minute should further show the amount of the capital as it stood previously to the reduction, by words such as these, "in lieu of" or "reduced from the original capital of £— divided into — shares of £— each": see *Re Barrow Hematite Steel Co.*, 39 Ch. D. 582 (Kay, J.); *Re West Cumberland Steel Co.*, W. N. (88) 54; *Re Britannia Mills*, W. N. (88) 103; *Re Agricultural Hotel Co.*, (1891) 1 Ch. 396 (Kekewich, J.); but see *Re Solway Steamship Co.*, 61 L. T. N.S. 659 (Chitty, J.), to the effect that the original capital need not be stated unless under special circumstances.

2. Minute approved by the Court.

Upon the petition, &c. [Form 1].

THE capital of the L. &c. Co. is £—, divided into 100,000 shares of £— each. On each of the shares numbered 150 to 1,050, 2,648 to 4,648 &c., nothing is to be deemed to have been paid, and on each of the remaining shares the sum of 10s. has been paid, and is to be deemed to be paid.—*Re London and Provincial Fire Insurance Co.*, Chitty J., 15 May, 1886, B. 567; S. C., 55 L. T. N.S. 55.

3. Another Form.

THE capital of the Y. Co. is henceforward £82,400, divided into 824 shares of £100 each, instead of £100,000 divided into 1,000 shares of £100 each. At the date of the registration of this minute the sum of £100 has been and is deemed to be paid upon each of the said 824 shares.—*Re The York Glass Co., Limited and Reduced*, Chitty, J., 6 April, 1889, B. 481; S. C., 31 W. R. 471.

4. Another Form.

THE capital of A. B. & Co., Ltd., is £420,000, divided into 60,000 shares of £7 each, on each of which the full amount per share is to be deemed to have been paid, instead of the original capital of £600,000 divided into 60,000 shares of £10 each, with £7 per share paid up.—Lodgment Schedule.—*Re Robert Campbell & Sons, Limited and Reduced*, Chitty, J., 15 Feb., 1890, B. 285.

5. Another Form.

THE capital of the A. Co. is from henceforth £60,000, divided into 500 A. preference shares of £10 each, 500 B. preference shares of £10 each, and 10,000 ordinary shares of £5 each, instead of £110,000 divided into 500 A. preference shares of £10 each, 500 B. preference shares of £10 each, and 10,000 ordinary shares of £10 each. At the date of the registration of this minute, 415 of the said A. preference shares have been issued, and the sum of £10 has been and is to be deemed paid up on each of the said shares. All the said 500 B. preference shares have been issued, and the sum of £10 has been and is

to be deemed paid up on each of the said shares; and 4,326 of the said ordinary shares have been issued, and the sum of £5 has been and is to be deemed paid up on each of the said ordinary shares. In respect of 85 unissued A. preference shares, and the 5,674 unissued ordinary shares, nothing has been or is to be deemed paid up thereon.—*Re The Agricultural Hotel Co., Limited and Reduced*, Kekewich, J., 20 Dec. 1890, A. 1692.

For a similar form, see *Re Denver Hotel Co.*, (1893) 1 Ch. 506.

6. Another Form.

THE capital of the International &c. Trust, Limited, is £40,500, divided into 20,000 ordinary shares of £2 each, and 100 founders' shares of £5 each; reduced from £100,500, divided into 20,000 ordinary shares of £5 each, and 100 founders' shares of £5 each. At the time of the registration of this minute, 2,407 of the said ordinary shares of £2 each, numbered &c., are issued, and are fully paid up, except that upon the shares numbered &c. there are the following arrears of calls:—

Denoting Numbers of Shares.	Amount of Call in Arrear.
101 to 106 inclusive.....	£2 per share.
508 to 607 inclusive.....	£1 per share.
1208 to 1307 inclusive	£2 per share.

And of the said founders' shares of £5 each, 74 shares, numbered 1 to 74 inclusive, are issued, of which 50 shares, numbered 1 to 50 inclusive, are fully paid up, and on the remaining 24 shares, numbered 51 to 74 inclusive, the sum of £2 per share has been paid up. At the time of the registration of this minute the residue of the said ordinary shares, namely, 17,592, numbered 2,508 to 20,000 inclusive, and the residue of the said founders' shares, namely, 26, numbered 75 to 100 inclusive, are unissued.—*Re The International Conversion Trust, Limited and Reduced*, North, J., 21 May, 1892, A. 816; and see *Re American Pastoral Co.*, 62 L. T. N.S. 625.

7. Another Form, where Unissued Shares were left Unreduced.

LET, &c. (as in Form 1, *sup.*); And Let the said co. be at liberty, on or after the — day, &c., to discontinue the addition to its name of the words “and reduced.”—Schedule.—Minute approved by the Court. The capital of the company is £—, divided into — shares of £— each, all of which have been issued in lieu of the original capital of £— divided into — shares of £— each. At the time of the registration of this minute £— has been and is to be deemed to have been paid up on each of the said — shares which have been issued, and nothing is to be deemed to have been paid up in respect of the said — shares.

which have not been issued.—*Re The Pinkney & Sons Steamship Co., Limited and Reduced*, Kekewich, J., 6th Aug. 1892, B. 1061.

8. *Inquiries as to Creditors—Notice of Presentation of Petition.*

UPON the application of the Petrs, the C. Co. &c., Let an inquiry be made what were the debts, claims, and liabilities of or affecting the said co. on the — day of —; And Let notices of the presentation of the said petition be inserted in the *London Gazette* of &c., and in the *Times* &c. newspapers of &c.; And Let a list of the persons who were creditors of the said co. on the said — day of —, and an office copy of the affidavit verifying the same, be left at Chambers on or before &c.—*Re Compressed Peat Charcoal Co., Limited and Reduced*, V.-C. M., at Chambers, 17 Jan. 1878, A. 55.

9. *Order to pay Fund into Court to secure objecting Creditors.*

“LET the Petrs, the A. Co. Limited and Reduced, on or before &c. lodge in Court, as directed in the schedule hereto, the sum of £—; And the Petrs and creditors named in the second schedule to the affidavit of &c. are to be at liberty to apply to the Judge concerning the application of the said cash, when so paid in, as they may be advised; And Let, upon such lodgment in Court, the special resolution &c. be confirmed [Form 1]; And Let this order, together with the receipt from the bank for such lodgment in Court as aforesaid, be produced to the Registrar of Joint Stock Companies”;—Directions for delivery of office copy and minute, and for publication of notice of registration.—And Let the said co., from the — day of — (*three months after the date of the order*), be at liberty to discontinue the addition to its name of the words “and Reduced”;—Liberty to the Petrs and creditors to apply.—[Add Lodgment Schedule, Form No. 1.]—*Re Sharp, Stewart & Co.*, V.-C. W., 19 Dec. 1867, B. 2902; 5 Eq. 159.

For like orders, see *Re West India, &c. Co., Limited and Reduced*, V.-C. J., 1 Feb. 1869, B. 153; *Re Crédit Foncier of England*, V.-C. B., 21 Jan. 1871, A. 128; 11 Eq. 356; *Re Staffordshire Wheel Co.*, 11 Dec. 1878, B. 3040; *Re Palmer's, &c. Co.*, W. N. (68) 85; *Re National Bk. of Liverpool, Limited and Reduced*, V.-C. G., 18 April, 1868, B. 898.

For order confirming resolution to reduce where no money was deposited, see *Re Titanic Steel and Iron Co., Limited and Reduced*, V.-C. S., 11 Mar. 1870, B. 1551.

10. *The Like—Liberty to apply when Debentures paid off.*

UPON the petition of A. B. & Co., Limited and Reduced, Let A. B. & Co., Limited and Reduced, on or before &c., make the lodgment in Court of £—, as mentioned in the schedule hereto; and the Petrs and the creditors named in the affidavit of &c., are to be at liberty to apply concerning the said cash, on or after &c., or at such earlier date as such debentures may have been paid off; And Let, upon such lodg-

ment being made (*usual directions confirming resolution to reduce capital*); Let this order, together with the original receipt from the bank for such lodgment into Court as aforesaid, be produced to the Registrar of Joint Stock Companies; And Let an office copy of this order be delivered to him, together with a minute in the words or to the effect set forth in the schedule hereto.—Directions as to advertisement, and as to the use of the word “Reduced.”—Schedule.—Minute approved by Court &c.—[Add Lodgment Schedule, Form 3.]—*Re Robert Campbell & Sons, Limited*, Chitty, J., 15 Feb. 1890, B. 285.

NOTES.

COMPANIES ACTS, 1867 AND 1877.

By the Companies Act, 1867 (30 & 31 V. c. 131), s. 9, any co. limited by shares may by special resolution so far modify the conditions contained in its memorandum of association, if authorized so to do by its regulations as originally framed, or as altered by special resolution, as to reduce its capital; but no such resolution shall come into operation until an order of the Court is registered by the Registrar of Joint Stock Companies.

Independently of the Act of 1867, a registered co. had no power, even on unambiguous words in the memorandum of association, to reduce their shares or capital: *Re Financial Corp.*, 2 Ch. 714; *Droitwich Co. v. Curzon*, L. R. 3 Ex. 35; and see Buckley, 6th ed. 15.

To enable the co. to do so, the provisions of the Act must have been strictly complied with: *Hope v. International Society*, 4 Ch. Div. 327; and the object could not be indirectly obtained by a sale of property belonging to the co., and division of the proceeds among the shareholders: *Holmes v. Newcastle Abattoir Co.*, 1 Ch. D. 682.

A purchase of its own shares by a co., being equivalent to a reduction of capital, is *ultra vires* unless carried out as such under the Cos. Acts: *Treror v. Whitworth*, 12 App. Cas. 409; *Re York Glass Co., Exp. Robinson*, 60 L. T. N.S. 744; 37 W. R. 471; W. N. (89) 79. But there is nothing to prevent an unlimited co. from providing by its memorandum of association and articles for a return of capital to the members, or for a withdrawal of members: *Re Borough Commercial and Building Soc.*, (1893) 2 Ch. 242.

And before passing a special resolution authorizing directors to buy their co.'s shares on its behalf, a previous special resolution must be passed for alteration of the memorandum and articles of association so as to make them authorize a reduction of capital: *Re West India, &c. Co.*, 9 Ch. 11, n., 23, 24; *Re Patent Invert Sugar Co.*, 31 Ch. Div. 166. And there must be an interval of fourteen clear days between the meetings passing and confirming the special resolution: *Re Railway Sleepers Co.*, 29 Ch. D. 204.

It was held by Kay, J. (not following *Re Barrow Steel Co.*, 39 Ch. D. 582, and *Re Quebrada, &c. Co.*, 40 Ch. D. 363), that it is not competent for a co. to reduce some of its shares and not others, but this decision has not been followed: *Re Gatling Gun Co.*, 43 Ch. D. 628 (North, J.); *Re Agricultural Hotel Co.*, (1891) 1 Ch. 396 (Kekewich, J.), where the Court sanctioned a resolution for the reduction of the whole of the ordinary, apart from any reduction of the preference, capital.

In *Re Agricultural Hotel Co., sup.*, it was questioned whether the Court would sanction a reduction of part only of one class of capital.

And the Court has power to sanction a resolution for a partial reduction of one class of shares, *e.g.*, of original shares already issued and fully paid up, leaving unissued shares unreduced; but the co. will be required, if necessary, to alter its articles so as to preserve the due relation between the voting powers and the holdings of shareholders: *Re Pinkney and Sons' Steamship Co.*, (1892) 3 Ch. 125; Form 7, *sup.* p. 2066.

Where the articles contain a power of reduction, and alteration of amount and denomination of shares, preference shareholders, taking their shares subject to the power of reduction, are bound by a resolution giving them the

preference dividend on the reduced amount: *Bunnatynne v. Direct Spanish Tel. Co.*, 34 Ch. Div. 287; *Re Direct Spanish Tel. Co.*, 34 Ch. Div. 307.

But though a proposed reduction does not interfere with the rights of creditors, the Court is not bound to sanction it, if it would work unfairly against any non-assenting shareholder: *S. C.*

But in general a confirmation ought not to be refused unless there is something unjust or inequitable in the proposed reduction: *Re Barrow Steel Co.*, 39 Ch. D. 582.

The Court declined to sanction a reduction of capital consequent upon an issue of shares at a discount: *Re New Chile Gold Mining Co.*, 38 Ch. D. 475; Buckley, 6th ed. 543, 560.

A reduction of capital by the return of money subject to recall has been sanctioned: *Re Fore Street Warehouse Co.*, W. N. (88) 155; see Buckley, 6th ed. 541.

By the Cos. Act, 1867, s. 10, the co. is, after the passing of the special resolution for reducing its capital, to add to its name, until such date as the Court may fix, the words "and Reduced."

The date until which the words "and Reduced" are to be deemed part of the name of the co. will be fixed by the Court, when making an order under s. 11 confirming the reduction: see Gen. Ord. 21 March, 1868, r. 20.

The period for retaining these words must be substantial; the Court fixed—

— three months in *Re Sharp, Stewart & Co.*, 5 Eq. 155; Form 9, *sup.* p. 2067; *Re Estate Co.*, 5 Ch. 407; *Re Llynvi, &c. Co.*, *sup.* p. 2064; *Re York Street Flax Spinning Co.*, M. R. (Ir.) 17 W. R. 816;

— one month in *Re Anglo-Foreign Bank*, *sup.* p. 2064; *Re Dunaburg, &c. Ry. Co.*, 20 L. T. N.S. 103; *Re Barrow Steel Co.*, 39 Ch. D. 582, 604; *Re Walker and Lomax*, W. N. (88) 26;

— a fortnight in *Re Telegraph Co.*, 10 Eq. 389; *Re Crédit Foncier of England*, 11 Eq. 356, following *Re Muntz Metal Co.*, 18 W. R. 1064; *Re Compressed Peat Co.*, V.-C. M., 26 July, 1878, A. 1562; *Re National Arms Co.*, W. N. (77) 31; *Re Patent Ventilating Granary Co.*, W. N. (86) 32.

In the absence of special circumstances the time during which the words are to be retained is now uniformly fixed at one month from the date of the order.

By s. 11, the co. may apply to the Court for an order confirming the reduction.

By s. 13, creditors might object to the reduction, and the Court might settle a list of creditors entitled to object, and fix a time within which creditors were to claim to be entered on the list, or to be excluded from the right of objecting.

In *Re Patent Ventilating Co.*, Fry, J., 13 June, 1879, 12 Ch. D. 254, the Court, before confirming the resolutions, required a consent brief to be produced for debenture holders who had not expressed their assent or dissent, or the amount due to them to be brought into Court.

By s. 14, the Court might, if it thought fit, dispense with the consent of any creditor, upon security being given by the co. for his debt, and might inquire into and adjudicate upon the validity and amount of any debt or claim.

Act of 1877—Lost Capital—Dispensing with Words "and Reduced."—Under the Act of 1867 the Court had no jurisdiction to confirm a resolution for reducing or writing off paid-up capital, even though partially lost: *Re Ebbw Vale, &c. Co.*, 4 Ch. D. 827; *Re Kirkstall Brewery Co.*, 5 Ch. D. 535.

By the Cos. Act, 1877 (40 & 41 V. c. 26), s. 3, the word "capital," as used in the Cos. Act, 1867, is to include paid-up capital; and the power to reduce capital conferred by that Act is to include a power to cancel any lost capital, or any capital unrepresented by available assets, or to pay off any capital which may be in excess of the wants of the co.: and paid-up capital may be reduced either with, or without, extinguishing or reducing the liability (if any) remaining on the shares of the co.; and, to the extent to which such liability is not extinguished or reduced, it is to be deemed to be preserved, notwithstanding anything contained in the Cos. Act, 1867.

Capital expended in preliminary expenses cannot be treated as "lost capital, or capital unrepresented by available assets": *Re Abstainers' Ins. Co.*, (1891) 2 Ch. 124.

A reduction for the purpose of permanently extinguishing shares which were surrendered was allowed, the transaction being treated, not as a purchase of its own shares by the co., but as a surrender of shares for which the company parted with no saleable asset: *Re Denver Hotel Co.*, (1893) 1 Ch. C. A. 495.

By s. 4 of the Act of 1877, the provisions of the Act of 1867 are amended and extended to any co. reducing its capital in pursuance of the Acts; provided that where the reduction of capital of a co. does not involve either the diminution of any liability in respect of unpaid capital, or the payment to any shareholder of any paid-up capital:—

- (1.) The creditors of the co. shall not, unless the Court otherwise direct, be entitled to object, or required to consent, to the reduction; and
- (2.) It shall not be necessary before the presentation of the petition for confirming the reduction to add, and the Court may, if it thinks it expedient so to do, dispense altogether with the addition of, the words "and Reduced," as mentioned in the Coa. Act, 1867.

The Court refused to sanction a reduction of capital by writing off the amount of preliminary expenses, not being capital lost or unrepresented by available assets, or deficiency on the co.'s insurance fund, where the value of the goodwill had not been calculated in estimating the deficiency: *Re Ab-stainers' and General Insurance Co.*, (1891) 2 Ch. 124.

Where under the co.'s articles 20 p. c. of profits was set aside to pay off preference shares, a reduction of the capital by the same amount was allowed, and held not to involve a payment to any shareholder of any paid-up capital: *Re Dido Pier Co.*, (1891) 2 Ch. 354.

Where the reduction is made in consequence of depreciation of value of assets, *quære* whether it can be said that rights of creditors are not affected, seeing that if the assets recovered their value what would otherwise have been capital would become divisible among the shareholders by way of profit: *Re Tambracherry Estates Co.*, 29 Ch. Div. 683, 689; and see *Bolton v. Natal Land Co.*, (1892) 2 Ch. 124.

The use of the words "and Reduced" has been dispensed with or allowed to be discontinued on proof that the co. had not issued any prospectus, and that the only creditor consented: *Re W. African Tel. Co.*, 34 W. R. 411; 54 L. T. N.S. 384; or where the resolution for reduction of capital was abandoned before its confirmation by the Court: *Re Mordey, Carney & Co.*, 53 L. T. N.S. 736; and see *Re London and City Land Co.*, W. N. (85) 137; *Re British Land Co. of America*, W. N. (85) 205; *Re Vivian & Co.*, W. N. (86) 32; *Re Pelsall Coal and Iron Co.*, W. N. (90) 222, where the order was made dispensing with the use of the words until the hearing, but without prejudice to the question how the petition should be advertised: *Re River Plate Fresh Meat Co.*, 33 W. R. 319; 52 L. T. N.S. 39, where the order was made on motion *ex parte*, dispensing with the words as well during the interval between the presentation and hearing of the petition, as from and after the order made upon the petition: but see *contra*, *Re Pinkney & Sons' Steamship Co.*, (1892) 3 Ch. 130, where the Court, on the hearing of the petition, declined at once to dispense with the words, the addition of which was held to be in general requisite to give, for such period as the Court thinks fit, a warning to the public as to the financial position of the co.; and see Buckley, 6th ed. 545, 586.

The application for an order dispensing with the words until the hearing of the petition should be made in Chambers: *Re Solway Steamship Co.*, 61 L. T. N.S. 659; and must be supported by affidavit: *Re Maxim Weston Co.*, W. N. (88) 211.

Advertisement of Petition.—By r. 5, notice of the presentation of the petition is to be published as the Judge shall direct, so that the first insertion of such notice be made not less than one month before the date fixed for the creditors to claim.

In the case of a co. having numerous agencies in Ireland, advertisement was directed in the *London and Dublin Gazettes*, and in newspapers circulating in ten other places where there were agencies: *Re London and Provincial Fire Ins. Co.*, 55 L. T. N.S. 55.

In *Re West India Co.*, V.-C. G., 19 Nov. 1868, B. 2764, notice under this rule was dispensed with, on the co. bringing the amount of an outstanding debt into Court; but Chitty, J., declined to follow this case, and held that

the advertisements ought not to be dispensed with except in special cases: *Re Consolidated Telephone Co., Ltd.*, 33 W. R. 408; 54 L. J. Ch. 795; 52 L. T. N.S. 575.

The Court has discretion to dispense with advertisements if it is satisfied that the interests of creditors cannot be affected by what is proposed: *Re Tambracherry Estates Co.*, 29 Ch. Div. 683; or to direct the petition to be advertised at once without waiting till a list of creditors has been settled by the chief clerk: *Re People's Café Co.*, 55 L. J. Ch. 312; 34 W. R. 229; W. N. (85) 226.

Advertisement of the petition has been dispensed with where it appeared that all the creditors had been paid down to a recent date, except one who appeared and consented: *Re Plaskynaston Tube Co.*, 23 Ch. D. 542; or where the proposed reduction did not involve the diminution of shareholders' liability in respect of unpaid capital, and there were no creditors except for small current accounts: *Re E. C. Powder Co.*, 56 L. T. N.S. 610; and see *Re British Land Co. of America*, 53 L. T. N.S. 753; W. N. (85) 205; *Re London and City Land Co.*, W. N. (85) 137; *Re Vivian & Co.*, W. N. (86) 32; 54 L. T. N.S. 384; and see *Re People's Café Co.*, W. N. (85) 226; *Re Tambracherry Estates Co.*, 29 Ch. Div. 683, 690, where advertisement was required of the presentation and hearing of the petition, and a certificate of creditors was dispensed with, and an order to the like effect was made in *Re Dido Pier Co.*, (1891) 2 Ch. 354, 356.

Secus, in a like case, though notice of the presentation of the petition had been sent to the shareholders individually, and the co.'s solrs were the only creditors: *Re Municipal Trusts Corp.*, 55 L. T. N.S. 632; 35 W. R. 120; and see *London and County Plate Glass Co.*, 53 L. T. N.S. 486.

And as to advertisements, see Buckley, 6th ed. 549.

In the case of petitions for reduction by writing off lost capital, the Court does not, as of course, dispense with advertisements, even though it is stated that there are no creditors: *Re E. C. Powder Co.*, 56 L. T. N.S. 610.

List of Creditors.—By Gen. Ord. 21 March, 1868, r. 4 (see 3 Ch. xlix.), when a petition for reduction of capital has been presented, application may (when required by the Act of 1877) be made *ex parte*, on summons, to settle the list of creditors, and the Judge may thereupon fix the date within which creditors are to claim.

By r. 6, the list of creditors is to be verified by affidavit of an officer of the co.

By r. 10, notice of the list of creditors is to be advertised.

By r. 12, debts not admitted by the co. are to be proved or secured.

R. 13 relates to the costs of proof; and by r. 14 (amended by Gen. Ord. 2 March, 1869, see 4 Ch. xxxiii.), the Chief Clerk is to certify the list of creditors.

By r. 15, the petition may be in the paper after eight clear days from the date when the certificate becomes binding.

By r. 16, notices of the hearing are to be advertised.

By r. 17, any creditor settled on the list, whose debt or claim has not before the hearing of the petition been secured, and who has not consented, may give two clear days' notice of his intention to appear and oppose.

By r. 18, where the full amount of an opposing creditor's debt is not admitted, and has not been inquired into and adjudicated upon, the costs of his appearance are to be dealt with by the Court; in all other cases such a creditor is to be entitled to his costs of appearance, unless the Court otherwise directs.

By r. 19, when the petition comes on to be heard, the Court may direct claims to be secured, and may adjourn the hearing for that purpose.

Where debenture holders of a co., being unknown, had not been settled on the list of creditors, and had made no claim to be so settled within the time fixed for that purpose and duly advertised, they were held to be excluded from the right to object to the order for reduction: *Re Crédit Foncier of England*, 11 Eq. 356; *The Patent Ventilating Co.*, 12 Ch. D. 254.

In *Re Fairbairn's Engineering Co.*, V.-C. J., 18 Feb. 1869, A. 359, the order was made on an affidavit of the secretary of the co. of payment of all creditors except two, and on consent of counsel for those two, the order being advertised once within three weeks.

The name of the co. should be placed first on the title to the petition, advertisements, &c.: *Re Woolley Coal Co.*, W. N. (91) 19.

Registration of Order and Minute.—By the Cos. Act, 1867, s. 15, provision is made for the registration of the order confirming the reduction, and of a minute, to be approved by the Court, showing, with respect to the capital of the company as altered by the order, the amount of such capital, the number of shares into which it is to be divided, and the amount of each share; and upon such registration the special resolution confirmed by the order is to take effect. Notice of such registration is to be published in such manner as the Court shall direct.

Where it was proposed to cancel capital by (*inter alia*) stating in the minute that nothing was deemed to be paid on thirty-seven of the shares on which there had been, beyond the amount paid up and proposed to be cancelled, a call of £8, which the holders of these shares had no means of paying, the order was made without prejudice to any claim which might be made on the holders of the thirty-seven shares in respect of the £8 call: *Re G. W. Steamship Co.*, 35 W. R. 154; 56 L. J. Ch. 3.

By the Cos. Act, 1877, s. 4, the minute is also to show the amount proposed to be deemed as paid up on each share at the date of registration.

As to the form of the minute, *v. sup.* p. 2064.

The embodiment of the minute under these sections in the order for reduction is a sufficient approval by the Court: *Re Sharp, Stewart & Co.*, 5 Eq. 155.

By Gen. Ord. 21 March, 1868, r. 20, the Court making an order confirming a reduction shall direct in what newspapers, and at what times, notice of registration under sect. 15 is to be published.

And these advertisements cannot be dispensed with: *Re London Steamboat Co., Ltd.*, 31 W. R. 781.

By the Cos. Act, 1877, s. 4, the Court may require the co. to publish, in such manner as it thinks fit, the reasons for the reduction of its capital, or such other information with regard thereto as the Court may think expedient, with a view to giving proper information to the public in relation to such reduction, and, if the Court thinks fit, the causes which led to it.

Cancellation of Shares.—By sect. 5 of the Act of 1877, any co. limited by shares may so far modify the conditions contained in its memorandum of association, if authorized so to do by its regulations as originally framed, or as altered by special resolution, as to reduce its capital by cancelling any shares which, at the date of the passing of such resolution, have not been taken or agreed to be taken by any person; and the provisions of the Cos. Act, 1867, are not to apply to any reduction of capital made in pursuance of this section.

Under this section a co. may cancel unissued shares without the assistance of the Court.

Court having Jurisdiction.—It has been held by Vaughan Williams, J., that, as the Judge of the High Court to whom winding-up jurisdiction is assigned by the Order of 26 March, 1892, he has jurisdiction to confirm a reduction of capital not exceeding £10,000, paid up or credited as paid up: *Re Ocean Queen Steamship Co.*, W. N. (93) 96.

(II.)—COMPANIES (MEMORANDUM OF ASSOCIATION ACT), 1890—53 & 54 V.
c. 62.

1. *Power to add Clause to Deed of Settlement.*

UPON the petition of the R. &c. Society, Limited, on &c., preferred unto this Court, and upon hearing counsel for the Petrs, and upon reading an affidavit of &c., the *London Gazette* of &c., *The Times* newspaper, *The Standard* newspaper, and *The Daily Telegraph* newspaper, each of &c., and each containing an advertisement of the presentation of the petition, and a notice to creditors, Let the special resolution

duly passed and confirmed in accordance with sect. 51 of the Companies Act, 1862, at extraordinary general courts of the society, held on the — day of — and the — day of —, whereby it was resolved that the following clause should be added to the society's deed of settlement: —“That the society may from time to time borrow and raise money for the purposes of the society's business and secure the repayment thereof by bonds, debentures, debenture stock, or mortgage debentures, perpetual or determinable (payable to bearer or otherwise), and with or without a trust deed, and for this purpose may mortgage or charge the undertaking and all or any of the property of the society, including its capital for the time being uncalled, provided that the total indebtedness of the society under this clause shall not at any time exceed the amount of the paid-up share capital of the society for the time being,” be confirmed, pursuant to the Companies (Memorandum of Association) Act, 1890. And an office copy of this order is within fifteen days to be produced to the Registrar of Joint Stock Companies.—*Re The Reversionary Interest Society, Limited*, North, J., 5 March, 1892, B. 281; S. C., (1892) 1 Ch. 65.

2. *Altering Memorandum of Association—Name of Company to be altered.*

UPON the petition &c., Let the special resolution, altering the memorandum of association of the above-named co., as in the schedule hereto set forth, be confirmed, in pursuance of the provisions of the Companies (Memorandum of Association) Act, 1890; And Let an office copy of this order, together with a printed copy of the memorandum of association, altered in accordance with the said resolution, be delivered to the Registrar of Joint Stock Companies within fifteen days from the date of this order; And Let the said co. within four months from the date of this order give to all the present debenture stockholders a first charge, by way of floating security, on all the assets and undertakings of the co.; And Let the co. take steps to alter, within three months from the date of this order, the name of the co. to &c.; And Let the Petrs (the co.) pay to &c. their costs of this petition and consequent thereon, to be taxed by the Taxing Master in case the parties differ.

SCHEDULE.

“That the memorandum of association of the co. be altered by inserting after clause 1 in paragraph 3 of the present memorandum of association the following clause (1a), and immediately after clause 3 in the same paragraph the following clause (3a), and that the memorandum of association shall be read and construed as if the following clauses (1a) and (3a) were part of the original memorandum of association:—

“(1a) To borrow or raise money, or secure money already or hereafter to be raised by the issue of perpetual or terminable bonds, debentures, debenture stock, obligations, mortgages, and securities of all kinds,

redeemable or otherwise, and to frame, constitute, and secure those bonds, debentures, debenture stock, obligations, mortgages, and securities in such manner and form as may seem expedient, with full power to charge and secure the same on the undertaking of the co., and on the whole or any part of its property, assets, estate, rights, and effects, present and future (including any capital from time to time uncalled), by a trust deed or otherwise, or to secure the same by deposit of securities or other property, or otherwise howsoever.

"(3a) In addition to the previous powers, to invest the moneys of the co. on the security of or otherwise to acquire and hold any bonds, debentures, debenture stock, obligations, mortgages, or securities of any companies or corporations, formed or incorporated under British, Foreign or Colonial law, and to sell, dispose of, and vary the same."—*Re Government Stock Investment Co., Limited*, Chitty, J., 20 Feb. 1892, A. 246; S. C., (1892) 1 Ch. 597.

NOTES.

By sect. 1 of the Companies (Memorandum of Association) Act, 1890 (53 & 54 V. c. 62), "(1.) Subject to the provisions of this Act, a co. registered under the Companies Acts, 1862 to 1886, may, by special resolution, alter the provisions of its memorandum of association or deed of settlement with respect to the objects of the co., so far as may be required for any of the purposes hereinafter specified, or alter the form of its constitution by substituting a memorandum and articles of association for a deed of settlement either with or without any such alteration as aforesaid with respect to the objects of the co., but in no case shall any such alteration take effect until confirmed on petition by the Court which has jurisdiction to make an order for winding up the co. (2.) Before confirming any such alteration, the Court must be satisfied (a) that sufficient notice has been given to every holder of debentures or debenture stock of the co., and any persons or class of persons whose interests will, in the opinion of the Court, be affected by the alteration; and (b) that, with respect to every creditor who, in the opinion of the Court, is entitled to object, and who signifies his objection in manner directed by the Court, either his consent to the alteration has been obtained or his debt or claim has been discharged, or has been determined, or has been secured to the satisfaction of the Court; provided that the Court may, in the case of any person or class of persons, for special reasons, dispense with the notice required by this section. (3.) An order confirming any such alteration may be made on such terms and subject to such conditions as to the Court seems fit, and the Court may make such orders as to costs as it deems proper. (4.) The Court shall, in exercising its discretion under this Act, have regard to the rights and interests of the members of the co., or of any class of those members, as well as to the rights and interests of the creditors, and may if it thinks fit adjourn the proceedings in order that an arrangement may be made to the satisfaction of the Court for the purchase of the interests of dissentient members; and the Court may give such directions and make such orders as it may think expedient for the purpose of facilitating any such arrangement or carrying the same into effect; provided always, that it shall not be lawful to expend any part of the capital of the co. in any such purchase. (5.) The Court may confirm, either wholly or in part, any such alteration as aforesaid with respect to the objects of the co. if it appears that the alteration is required in order to enable the co. (a) to carry on its business more economically or more effectively; or (b) to attain its main purpose by new or improved means; or (c) to enlarge or change the local area of its operations; or (d) to carry on some business or businesses which, under existing circumstances, may conveniently or advantageously be combined with the business of the company; or (e) to restrict or abandon any of the objects specified in the memorandum of association or deed of settlement."

By sect. 2, when the alteration has been confirmed by the Court, an office copy of the order confirming it, together with a printed copy of the memorandum of association or deed of settlement so altered, or together with a printed copy of the substituted memorandum and articles (as the case may be), is to be delivered to the Registrar of Joint Stock Companies within fifteen days from the date of the order, and the registrar is to register the same, and to certify such registration under his hand, and his certificate is to be conclusive evidence that the requisitions of the Act have been complied with. The co. is liable to a penalty not exceeding 10*l.* a day for default in delivering any document required by the Act to be delivered to the registrar.

If the co. is not registered under the Companies Acts, 1862 to 1886, the Court has no jurisdiction to alter the memorandum: *Re General Credit Co.*, W. N. (91) 153; in which case the co. being registered under the Joint Stock Companies Act, 1856, the petition stood over with leave to amend, so as to enable the co. to register under the Act of 1862.

The Court has power to sanction a portion only of a resolution for alteration of the memorandum: *Re Ulster Mar. Ins. Co.*, 27 L. R. Ir. 487.

Where the deed of settlement of a society constituted in 1823 had been altered by subsequent private Acts, the Court sanctioned an alteration of the provisions of the deed, not affecting any of the provisions of the private Acts: *Re Reversionary Interest Society*, (1892) 1 Ch. 615.

Where a minority of debenture holders objected, the Court at first declined to sanction an alteration extending the co.'s powers of investment: *Re Government Stock Investment Co.*, (1891) 1 Ch. 649; but subsequently did so on the consent of eight-ninths being obtained, upon condition that the co. should within four months give the existing debenture holders a first charge by way of floating security on all its assets: *S. C.* (No. 2), (1892) 1 Ch. 597; *sup.* Form 2, p. 2073.

And in the case of a large extension of the powers of an insurance co., the Court required an undertaking that the extended powers should not be exercised until either the present policy-holders had assented or their policies had expired: *Re National Boiler Ins. Co.*, (1892) 1 Ch. 360.

Under clause (a) of sect. 1, sub-sect. 5, alterations have been sanctioned giving a co. power to create a security in favour of debenture holders: *Re Government Stocks Investment Co.* (No. 2), (1892) 1 Ch. 597; *sup.* Form 2, p. 2073.

A proposal to give to a co., formed for investment in government securities, a general power to invest in other securities cannot be regarded as an "improved means" to attain the co.'s "main purpose" within clause (b): *Re Government Stocks Investment Co.*, (1891) 1 Ch. 649.

In exercising the powers of clause (d), the Court will regard as convenient and advantageous that which is reasonably shown to be so by experience and the opinions of traders: *Re National Boiler Ins. Co.*, (1892) 1 Ch. 360; *ex. gr.*, a large extension of the objects of a co. for insurance of steam boilers: *S. C.*; the extension of the business of a marine insurance co.: *Re Ulster Mar. Ins. Co.*, 27 L. R. Ir. 487; *Re Alliance Mar. Ins. Co.*, (1892) 1 Ch. 360; and of the range of investments of a co. whose money could no longer be advantageously invested in the better class of securities originally authorized: *Re Government Stocks Investment Co.* (No. 2), (1892) 1 Ch. 597.

On making the order confirming the alteration, the Court has in the following cases required that the co. should make such a change in its name as will indicate to persons dealing with it the altered nature of the co.'s business:—

—where the range of investments of a trust investment co. was extended: *Re Foreign and Colonial Trust Co.*, (1891) 2 Ch. 395; *Re Government Stock Investment Co.* (No. 2), (1892) 1 Ch. 597;

—where the area of the co.'s operations was extended to other countries: *Re Indian Mechanical Gold Extracting Co.*, (1891) 3 Ch. 538;

—where the objects of a marine insurance co. were extended to other kindred classes of insurance: *Re Alliance Marine Ins. Co.*, (1892) 1 Ch. 300;

—where the business of the co. was to be combined with other businesses of an independent but not unconnected character: *Re National Boiler Ins. Co.*, (1892) 1 Ch. 306; *Re Oriental Telephone Co.*, W. N. (91) 153.

Where a resolution altering the memorandum was not passed and entered

in time for the co. to deliver a copy to the registrar as required by sect. 2, the Court refused to post-date the order, but enlarged the time for delivering the copy: *Re Reversionary Interest Society* (No. 2), W. N. (92) 60.

Where, owing to the vacation intervening, the co. were not able to obtain an office copy of the order sanctioning the alteration within the fifteen days prescribed for delivery to the Registrar of Joint Stock Companies, who consequently refused to register, the Court intimated that he ought to do so, though it could not compel him: *Re Criccieth Pier Co.*, W. N. (91) 15.

The order of March 26th, 1892, for transfer of co. cases to Williams, J., has been held by him to extend to a petition for the alteration of a memorandum of association: *Re Mining Shares Inv. Co.*, W. N. (93) 52; 62 L. J. Ch. 434; 68 L. T. N.S. 578; explaining *Re Islington and General Electric Supply*, W. N. (92) 81, Chitty, J.

CHAPTER LVII.

COPYHOLD ACTS—COMPENSATION ON ENFRANCHISEMENT.



1. *Inquiry, in an Action, whether Enfranchisement beneficial—Manorial Title—Deeds—Payment out or carrying over of Compensation—15 & 16 V. c. 51, ss. 22, 39; 52 & 53 V. c. 30.*

LET the following &c.: 1. An inquiry whether it will be beneficial for the trust estate, in the pleadings mentioned, that the copyhold portion thereof, holden of the manor of &c., should be enfranchised under the provisions of the Copyhold Act, 1852; 2. And if so, whether the Board of Agriculture, under the provisions of the 22nd section of the said Act, have approved, for the purposes of the said Act, of the title of the lord of the said manor, or have directed that the enfranchisement consideration shall be invested, as by the said Act directed; 3. And if it shall appear that the Board of Agriculture have approved of such title, or have directed such investment, then an inquiry what sum or sums will be due to the lord and steward respectively of the said manor as compensation for such enfranchisement; And Let, upon the execution of the deed or deeds of enfranchisement, by such person or persons as the said Board shall require (such execution to be certified), so much of the (*fund in Court*) as will raise what shall be certified to be the amount of such compensation, be sold; And Let the money to arise by such sale be paid to such person or persons as shall be certified to be entitled thereto.—See *Thellusson v. Woodford*, M. R., 24 Nov. 1855, B. 152.

In the request for a direction to receive money so paid into Court under the Acts, the name and locality of the particular manor is to be stated: see S. C. F. R., r. 40, and 52 & 53 V. c. 30, s. 11.

2. *Consideration Money and Railway Compensation invested in one Estate—Petitioner to supply Deficiency—Apportionment of Costs—Sect. 39.*

PURCHASE approved; Inquiry as to title; Conveyance to be settled; —“ And upon the execution thereof &c. [Forms 1, 2, pp. 2019, 2020], Let the fund in Court be dealt with as directed in the schedule hereto, the money thereby directed to be paid to such person or persons as

shall for that purpose be named in the Chief Clerk's certificate being towards payment of the purchase-money of £2,500 in the petition mentioned, the Petr by his counsel undertaking to advance the balance of such purchase-money";—Direction for taxation of costs;—"And Let the E. C. Ry. Co. pay a moiety of the costs of obtaining this order, and such a proportion of the costs of the purchase, as the money to arise by the sale of the said £— Cons. bears to the said sum of £2,500; And Let, out of the money to arise by the sale of the said Cons., the remaining moiety of the costs of obtaining this order, and the residue of the costs of the purchase, be paid" &c.—[Add Payment Schedule directing sale of Cons. and payment out of proceeds of a moiety of the costs and of the balance on account of the purchase-money.]—See *Re Lord Headley*, V.-C. S., 28 Feb. 1862, A. 640; and *Re Wadham Coll.*, V.-C. W., 3 June, 1858.

For order for payment of the consideration money to a tenant for life, in part discharge of advances by him to the trustees of an Estate Act, to enable them to complete their contracts for the purchase of other lands, see *Re Wyndham's Estate Act*, M. R., 22 June, 1861, B. 1198.

Under the present practice this and the two following orders would be obtained on summons at Chambers, and not on petition: see O. LV. 2 (11), and *inf.*, NOTES.

3. *Consideration Money invested in the Purchase of Land—Title and Conveyance approved by the Order—Costs—Petitioners to supply Deficiency—Sect. 39.*

DIRECTION to tax and pay costs:—And the Court being of opinion that the purchase of the freehold estate in the petition mentioned, situate &c., is a fit and proper purchase wherein to invest the sum of £—, to be partly paid out of the residue of the sum of £— cash, Let the title to the said estate, approved in such manner as in the petition mentioned, be accepted as a good title, and let the conveyance, settled and approved in manner therein also mentioned, be adopted as the proper conveyance of the said estate to the Petrs; And upon the execution thereof by such parties thereto as shall for that purpose be directed, being certified, Let at the request of the Petrs A. &c., by their counsel, the residue of the said sum of £— cash be paid to Mr. R., solr and agent of the Petrs to be applied by the Petrs in part satisfaction of the purchase-money of £—, so contracted to be paid by the Petrs, they by their counsel undertaking to make up the deficiency in the said purchase-money of £180.—[Add Payment Schedule, Forms Nos. 68 and 44.]—See *Exp. Magdalen Coll. Oxford*, M. R., 8 March, 1862.

4. *Discharge of an Incumbrance—Sect. 39.*

LET the sum of £— cash in Court to the credit of "Exp. The Copyhold Commrs" (now the Board of Agriculture), and being the total of the sums of £— &c., by the said certificates appearing to have been paid into Court for the enfranchisement of certain copyhold lands in the

petition mentioned, be dealt with as directed in the schedule hereto, the sum thereby directed to be paid to H. being in part satisfaction of what is due to him on the mortgage for £— in the petition mentioned.—[Add Payment Schedule, Form No. 44.]-See *Re Manor of Slaugham*, M. R., 1 July, 1861, B. 1539.

5. *Consideration Money invested in Stock—Interest to Tenant for Life—Sect. 39.*

UPON the petition of G., lord of the manor of R., and upon hearing counsel for the Petr, and upon reading &c., and three several certificates of payment in, dated respectively &c., by which it appears that the following sums have been paid into Court to the credit of "Exp. The Board of Agriculture," that is to say, the sum of £— by A., the sum of £— by B., and the sum of £— by C., Let the fund in Court be dealt with as directed in the schedule hereto.—[Add Payment Schedule, Forms Nos. 70 and 7.]-See *Exp. L. of Manor of Chatteris Ramsey*, V.-C. W., 31 May, 1862, A. 1120.

For order for payment of the costs, the expense of effecting enfranchisements, and the succession duty, out of fund in Court, and for investment of the residue, and payment of the interest to a tenant for life, see *Re Sir J. Lombe's Estate*, V.-C. K., 28 May, 1861.

For order for inquiry, whether any fines would have become due, pursuant to 21 & 22 V. c. 94, s. 6, from copyholders admitted prior to 1 July, 1853, to copyholds taken by a railway co., and whether the petitioner, as tenant for life, was entitled to such fines, and, if so, what proportion of the compensation paid in by the co. represented the same, see *Re Sir T. M. Wilson's Estate*, Form 6, *sup.* p. 2012.

NOTES.

Under the Copyhold Acts, 1852 and 1858 (15 & 16 V. c. 51, and 21 & 22 V. c. 94), the compensation money for an enfranchisement, if the lord fail to show a title to the satisfaction of the Copyhold Commrs (15 & 16 V. c. 51, s. 22), or be under disability, or have only a limited interest (s. 39), or refuse to receive the money (21 & 22 V. c. 94, s. 13), is to be paid into Court; and may, on petition of the party entitled to the income, be applied in redemption of land-tax, or in discharge of incumbrances affecting the rent-charge or manorial incidents in respect of which the same shall have been paid, or affecting other hereditaments settled therewith, or in purchasing other lands, and may meanwhile be invested in consols, or on real securities, and the dividends paid to the person entitled; or such money may be paid to trustees, as therein mentioned: 15 & 16 V. c. 51, s. 39; 21 & 22 V. c. 94, ss. 13, 15, 16; or, in the case of spiritual persons, to the Governors of Queen Anne's Bounty: s. 17.

Under the Board of Agriculture Act, 1889 (52 & 53 Vict. c. 30), the powers formerly vested in the Copyhold Commrs and the Land Commrs, as successors to the Copyhold Commrs, are now vested in the Board of Agriculture.

By the Copyhold Act, 1858 (21 & 22 V. c. 94) manors vested in the Crown in remainder or reversion may, with the consent of the Commrs of Woods and Forests, be dealt with under the Copyhold Acts, and the compensation money in cases of enfranchisement paid to trustees or into Court as therein mentioned, and applied in the redemption of land-tax affecting the manor or any land settled to the like uses, or in the purchase of other lands to be conveyed to such uses, and in the meantime may be invested in government or real securities, and the income thereof paid to the persons for the time being entitled to the rents and profits of the manor.

Ecclesiastical copyholds may also, by the Episcopal and Capitular Estates Act (14 & 15 V. c. 104), ss. 1, 6, be enfranchised under the Copyhold Acts;

and all moneys payable on such enfranchisements are to be paid to the Ecclesiastical Commrs, and applied by them in the purchase of other lands, as provided in 14 & 15 V. c. 104.

By O. LV. 2 (11), applications under the Copyhold Acts respecting funds in Court are to be made by summons at Chambers, and the Copyhold Commrs. (now the Board of Agriculture) are not to be served with the summons unless the Judge so direct. But this rule as to applications being made at Chambers would not necessarily apply where there were proceedings in a suit, as in *Thellusson v. Woodford*, Form 1, *sup.* p. 2077, nor where the fund is sought to be applied together with compensation money in Court under the L. C. C. Act, 1845, as in *Re Lord Headley*, Form 2, *sup.* p. 2077.

As to payment into Court of money under the Acts, see Ch. Funds Amended Orders, 1874, r. 33.

Such money is within the exceptions of S. C. F. R., 1886, r. 77, as to the placing of money in Court on deposit.

The provisions of the Copyhold Acts, 1652 and 1858, do not apply to a purchase of copyholds by a railway co. under the L. C. C. Act, s. 95, so as to entitle the lord for his own absolute use (as incident to his life estate and against the remaindermen), to the fines in respect of admittance directed by the Act of 1858, s. 6, to be paid by the tenants as a condition of obtaining enfranchisement: *Re Wilson's Estate*, 1 J. & H. 619; 3 D. J. & S. 410.

By the Copyhold Act, 1887 (50 & 51 V. c. 73), further provision was made for the enfranchisement by the Land Commrs of copyhold and customary lands.

As to enfranchisements by the Commrs. (now the Board of Agriculture), see *Scriven on Copyholds*, pp. 285 *seq.*; *Elton*, pp. 365 *seq.*; and as to enfranchisement under the Lands Clauses Acts, *v. sup.* p. 2023.

CHAPTER LVIII.

DEFENCE ACTS.



1. *Compensation applied in recouping Tenant in Tail the Expense of providing Steam Engine, &c. to make good Deficiency of Water Supply*—5 & 6 V. c. 94, s. 26; 23 & 24 V. c. 112, ss. 23, 46.

UPON the application of the D. of W., and upon hearing the solrs for the applicant, and for (*Trustees of 54 Geo. III. c. cxli., and 55 Geo. III. c. clxxvi., creating an inalienable estate tail, and for*) H. M.'s Principal Secretary of State for the War Department, and upon reading &c., whereby it appears that the applicant, the D. of W., has expended the sum of £1,319 in the erection of a steam engine, with suitable machinery and additional buildings for the reception and proper use thereof, at the — Mill, being part of the estates settled by the said Acts whereof the applicant is tenant in tail, to make good the deficiency in the supply of water to the said mill occasioned by the diversion and impounding of water through operations carried on under the direction of the War Department; And the Judge being of opinion that the said steam engine, machinery, and buildings are of a permanent character, it is ordered that the applicant, the D. of W., be at liberty to retain for his own use, in part satisfaction of the said sum of £1,319, so expended by him, the sum of £920 received by him of the said Principal Secretary of State, in discharge of the like amount, by the award dated &c. awarded as compensation for the damage and loss occasioned by the said diversion and impounding of water, and by the stoppage of the working of the said mill.—*Re D. of Wellington's Settled Estates, &c.*, M. R., at Chambers, 12 Dec. 1860, B. 2440; S. C., 3 D. F. & J. 13.

2. *Compensation laid out in Stock—Income to Tenant for Life—Costs.*

Tax the costs, charges, and expenses of the Petrs, properly incurred in, about, and relating to the negotiation for carrying into effect and completing the contract for sale of the hereditaments and premises in the petition mentioned, to the said Principal Secretary of State for the War Department; And Let the fund in Court be dealt with as directed in the schedule hereto; And Let the costs of the Petrs of and con-

sequent upon this application, pursuant to the covenant for payment thereof contained in the said indenture (*made between the Petrs and the said Secretary*), be taxed &c., and paid by the said Secretary to Petrs.—[Add Payment Schedule, Form No. 32.]—*Re Maynard's Trusts*, V.-C. S., 8 Feb. 1861, B. 199; 7 Jur. N.S. 232; and see *Exp. St. John's Coll., Cambridge*, M. R., 6 July, 1861, B. 2171.

NOTES.

The purchase of hereditaments required for military purposes is now regulated by the Defence Act, 1842 (5 & 6 V. c. 94), as amended by the 17 & 18 V. c. 67; 18 & 19 V. c. 117; 22 & 23 V. c. 21, s. 8; 23 & 24 V. c. 106, s. 7, and the Defence Act, 1860 (23 & 24 V. c. 112).

Under these Acts the Secretary for War: 18 & 19 V. c. 117 (who in all contracts or assurances is to be described as "Her Majesty's Principal Secretary of State for the War Department," without name: s. 5.); is empowered to purchase and hold lands &c., required for barracks or defence in trust for her Majesty (5 & 6 V. c. 94, s. 9), by agreement, though the vendors are corporations or persons under disability: sects. 10, 18; or compulsorily, unless the land is required for barracks, and upon such compulsory purchases to have the amount of compensation ascertained by a jury: sect. 19.

Where the amount claimed is less than £200, it is to be ascertained by two justices: 23 & 24 V. c. 112, ss. 13, 46.

Where any party is prevented by absence from treating, the amount of compensation is to be ascertained by a surveyor appointed by two justices: sects. 14, 46.

Interests omitted to be purchased are subjects for subsequent compensation: sects. 36, 46.

Where the owner is under disability, or is not absolutely entitled, or where a title is not shown within three months after notice (23 & 24 V. c. 112, ss. 22, 46), the compensation is to be paid into Court in the matter of the Acts and to the credit of the persons claiming to be interested therein: 5 & 6 V. c. 94, s. 25; 22 & 23 V. c. 21, s. 8; or, if the amount is less than £200, the money may, at the option of the vendor, be paid into Court, or to three trustees: 5 & 6 V. c. 94, s. 25.

Where any compensation is paid into Court, a sum of £30 is (except in cases of delay in deducing a title) to be added to it as an equivalent for consequent expenses, and the Secretary for War is thereupon discharged from liability; but the Court may allot to any partial owner, in respect of expenses of investment, any portion of the compensation which it may deem just: 23 & 24 V. c. 112, ss. 21, 46.

Service on the Secretary of State for War of applications concerning a fund paid in under the Act is unnecessary: *Exp. Morshead*, 33 Beav. 254.

The Court may make orders, at the instance of any persons interested in the fund, for its investment in the public funds, or in Government or real securities, or in the purchase of other lands, or for payment of the principal or income, or otherwise concerning the disposition of the money or income, or any part thereof, for the benefit of the persons interested, or for appointing any trustees for any such purposes: 5 & 6 V. c. 94, s. 26.

Such orders may, by the 23 & 24 V. c. 112, ss. 23, 46, be obtained on summons: *Re D. of Wellington*, Form 1, *sup.* p. 2081; *Re Elliott*, M. R., at Chambers, 23 June, 1863, A. 1311; and O. L.V. 2 (7); but it seems that this Act has not abolished the former practice, and that the application may still be made by petition or motion under the 5 & 6 V. c. 94, s. 26: *Exp. Morshead*, 33 Beav. 254; *Re Sadler's Trusts*, V.-C. W., 27 June, 1863, B. 1576; Dan. 1936.

In *Re Maynard*, Form 2, *sup.* p. 2081; 9 W. R. 330, the costs of a petition for investment in consols of money paid for land taken before the passing of the Defence Act, 1860, were allowed against the Secretary for War, but future applications under the Defence Acts were directed to be made in Chambers.

Funds in Court have been paid out to be administered by trustees of wills

having power to sell and give discharges to purchasers: *Exp. Morshead, sup.*; *Re Sadler's Trusts, sup.*

Service on the soil for the War Department operates as service on the Secretary for War: 23 & 24 V. c. 112, ss. 45, 46.

In addition to the powers of these Acts, the Secretary for War may use the powers of the L. C. C. Acts: 23 & 24 V. c. 106, s. 7; 17 & 18 V. c. 67; and see 23 & 24 V. c. 112, s. 29.

Where land has been taken under these Acts, the Secretary for War is a necessary party to any action for nuisance committed by the officer in charge of it; and it seems that user for a *bonâ fide* military purpose cannot be restrained by the Court: *Hawley v. Steele*, 6 Ch. D. 521.

By the Defence Acts Amendment Act, 1873 (36 & 37 V. c. 72), power is given to the Secretary for War to sell lands, subject to conditions as to their being kept free from obstructions.

By the Defence Act, 1860, special provisions were made for taking lands for the Defence of Dover, Portland, and the Royal arsenals and dockyards, and for establishing a central arsenal, and for these purposes for keeping lands free from buildings.

As to this restraint on building, and that the owner cannot claim interest or compensation for it, see *E. Suffolk v. Lewis*, 1 H. & M. 369.

Lands, &c., may also be taken for military purposes under the powers of the L. C. C. Acts, by the Volunteer Act, 1863 (26 & 27 V. c. 65), and the Military Forces Localization Act, 1872 (35 & 36 V. c. 68).

CHAPTER LIX.

DECLARATION OF TITLE ACT, 1862 (25 & 26 V. c. 67).

1. *Reference of Title—Sect. 6.*

UPON the petition &c., the Court being of opinion that the Petr has proved such possession, and stated such a title as, if established, would entitle him to a declaration under the above-mentioned Act, Let an inquiry be made whether the Petr is entitled to an undivided moiety of the messuage &c., particularly described in the — paragraph of the petition, for an absolute estate of inheritance in fee simple in possession free from incumbrances, subject only to the lease thereof to P. in the petition named.—Adjourn further hearing of petition.—*Re Roberts*, V.-C. J., 12 Feb. 1870, B. 308; W. N. (70) 49.

2. *Conditional Order after Certificate—Sects. 8, 9.*

UPON the petition &c., Let the Petr R. give security to the satisfaction of the Judge in the penalty of £—, conditioned to answer costs in case this Court shall award any to be paid by the Petr to any person who may oppose the Petr's right to the declaration hereinafter mentioned; And Let, on or after the — day of —, and on such security being given, a declaration be made that the Petr is entitled to one undivided moiety &c. [Form 1], unless in the meantime good cause be shown to the contrary; And Let the Petr cause a copy of this order, together with a description of the property in question, to be deposited at the office of C., of &c., the Petr's solr, and notice of such deposit to be affixed to the property in question; And Let advertisements setting forth this order, and where a copy thereof has been deposited for inspection, be published in (the *London Gazette* of &c., the *Times* newspaper of &c., and the — newspaper of the same days).—Adjourn further hearing of petition.—*S. C.*, V.-C. J., 23 June, 1870, B. 2479, 10 Eq. 402.

For like order, with direction for service of a copy of the order, together with a description of the lands in question, on such adjoining owners and occupiers and other persons, if any, as the Judge should direct, see *Re Keen*, V.-C. M., 13 Feb. 1873, A. 250.

The bond used to be given to the Clerk of Records and Writs: see O. LXV. 7, which is not applicable here.

3. *Final Order after Advertisements—Sect. 15.*

UPON the petition &c., And it appearing that a bond dated &c. to &c., in the penal sum of £—, was in pursuance of the order dated &c., duly entered into by M., the guardian of the infant Petr, and was, on the day on which the same was dated, duly filed in the Central Office; And upon reading &c., whereby it appears that no person has attended at No. &c. (*office of Petr's solr*) in the order dated the 23rd day of June, 1870, referred to, to show cause why the declaration in the said order mentioned should not be made; And upon reading an affidavit &c., whereby it appears that no petition has been presented against the said declaration; This Court doth declare that the infant Petr R. is entitled to one undivided moiety [Form 1].—See *S. C.*, V.-C. B., 9 Dec. 1870, B. 3024.

NOTES.

By the Declaration of Title Act, 1862 (25 & 26 V. c. 67), ss. 1, 2, every person claiming to be entitled to land (not being of copyhold or customary tenure) for an estate in fee simple in possession either absolutely, or subject to any incumbrances or interests, or claiming to have a power of disposing of land for an estate in fee simple in possession either absolutely or subject to incumbrances, and every person entitled to apply for registration of an indefeasible title under 25 & 26 V. c. 53, may apply to the Court by petition for a declaration of title; and by s. 15 such declaration may be either absolute or qualified.

The provisions of these sections are unaffected by the Land Transfer Act, 1875 (38 & 39 V. c. 87), s. 125.

By s. 29, the declaration, when made, is not to affect land tax, succession duty, tithe rent-charge, Crown rents, public rights of way, liability to repair highways, easements, franchises, or leases or agreements for leases for terms not exceeding twenty-one years where there is occupation under them.

The declaration, when made, is subject to recall or variation as provided by ss. 31—34.

The practice under the Act is wholly regulated by ss. 3—25, and the schedule to the Act, no general rules and orders ever having been issued.

In *Re Roberts, sup.*, the Court directed security for costs to be given to the amount of £40, advertisements to be inserted three times at three days' interval in each of three newspapers, and the final declaration to be made at the end of three months: see *S. C.*, 10 Eq. 402.

CHAPTER LX.

NATIONAL DEBT ACT, 1870 (33 & 34 V. c. 71), ss. 51-68—UNCLAIMED STOCK AND DIVIDENDS.

1. *Inquiry as to Title to the Fund—Sect. 55.*

UPON the petition &c., Let an inquiry be made who is or are entitled to the £— Cons. standing in the name of —, and afterwards transferred to the Commrs for the Reduction of the National Debt, and to the dividends due and to accrue due thereon—Adjourn further hearing of petition.—See *Exp. Jameson*, V.-C. B., 25 July, 1874, A. 2801; *S. C.*, 19 Eq. 430; following *Exp. Ram*, 3 My. & C. 25.

2. *Order for Transfer and Payment, without a previous Inquiry—Sect. 55.*

LET the Petr A. pay to H. M. Att. Gen. and the Commrs for the Reduction of the National Debt their costs of this application and relating thereto respectively, to be taxed &c., in case the parties differ; And Let thereupon the Accountant Gen., or Deputy Accountant Gen., or secretary, or deputy, or assistant secretary for the time being of the Governor and Co. of the Bank of England, transfer the £— Cons. standing in the name of —, and afterwards transferred to the Commrs for the Reduction of the National Debt, from the account of the said Commrs into the name of the Petr A.; And Let the said Accountant Gen., or Deputy &c., receive the dividends which accrued on the said Anns. previously to the transfer thereof to the said Commrs, and which have since accrued, and any dividends to accrue thereon prior to the transfer hereby directed, and on the receipt thereof pay the same to the Petr A.—See *Exp. Padbury*, V.-C., 7 June, 1828, B. 1654.

3. *Order after Inquiry—Stock standing in the Name of a Trustee.*

UPON the further hearing of the petition &c.—Petr to pay to the A. G. and Commrs their costs—“And Let upon payment of the said costs the Accountant Gen. &c., transfer the £— Cons. standing in the name of S., and afterwards transferred to the Commrs for the Reduction of the National Debt, from the account of the said Commrs into the name of the

said S., as trustee for the Petr, the administratrix of the estate of J. deceased."—Dividends accrued, and to accrue, to be paid to S. as such trustee.—S. to be at liberty to retain his costs, to be taxed as between solr and client, out of the dividends.—"And Let the said S. transfer and pay the said Anns. and the balance of the said dividends to the Petr M. as such administratrix as aforesaid."—*Exp. Jameson*, V.-C. B., 20 Feb. 1875, A. 518; 19 Eq. 430.

4. Order for Transfer and Payment to Second Claimant—Sect. 60.

[The first claimant had obtained probate of the testator's will by fraud and perjury, and had then obtained a transfer of the fund in question to himself as exor; he had subsequently been convicted of felony and transported.]

LET the Petrs J. &c., the exors of H. deceased, pay unto H. M. A. G. and the Commrs for the Reduction of the National Debt their costs of this application, to be taxed &c., in case &c.; And Let thereupon the said Commrs, out of the stock standing in their names under the above-mentioned Act of Parliament, and out of the dividends received, or to be hereafter received by them upon such stock, transfer to the Petrs J. &c., as such exors as aforesaid, £— Cons., and pay to the said Petrs such sum of money as would be equal to the dividends which would have accrued and become payable in respect of £— Cons., since the &c. (*date of last receipt of dividends*) up to the time of making such transfer.—See *Exp. Jolliffe*, M. R., 11 Jan. 1845, A. 465; 8 Beav. 173.

For order under the Trustee Act, 1850, the Unclaimed Stock and Dividends Acts, and the Lunatic Asylums Act, 1853, directing the Bank officer to transfer stock formerly standing in the name of a pauper lunatic (not so found), and stock formerly standing in the names of the lunatic and another person deceased, and both afterwards transferred to the National Debt Commrs, into Court to the account of the lunatic, and to receive and pay into the like account the dividends due and to accrue; and directing the costs of the Petrs, the guardians of the poor, and of the A. G. and Commrs, and sums already expended for the lunatic's maintenance by the Petrs, to be raised and paid, and so much of the stock to be from time to time sold as would raise what should have been paid by the guardians during the preceding twelve months on the lunatic's account to the Hanwell Asylum, and the produce to be paid to their treasurer, see *Re Martin*, V.-C. S., 24 May, 1861, B. 1178.

NOTES.

The law as to unclaimed stock and dividends is now regulated by the National Debt Act, 1870 (33 & 34 V. c. 71), Part VII., ss. 51—68, consolidating and amending the provisions of the previous Acts, which were repealed by the Stat. Law Rev. Act, 1870 (33 & 34 V. c. 69).

By the 33 & 34 V. c. 71, ss. 51—53, all stock, whereon no dividend is claimed for ten years (except where payment of dividend has been restrained by the Court), is to be transferred to the National Debt Commrs, and the particulars of such stock are to be entered in a list to be kept at the Bank for inspection as therein mentioned.

A person who carries on business as a "next of kin and unclaimed money agent," but does not show that he *bonâ fide* claims an interest in any unclaimed stock, either individually or as representing some other person, is not entitled to inspection of the list: *Reg. v. Bank of England*, (1891) 1 Q. B. 785.

By sect. 54, the dividends on such stock are to be reinvested by the Commrs in the purchase of like stock, and held by them for the public, subject to the claims of the parties entitled thereto.

By sect. 55, the Governor or Deputy Governor of the Bank may direct the Accountant-General or Deputy Accountant-General, or Secretary, or Deputy or Assistant-Secretary of the Bank, to retransfer any stock so transferred, and pay the dividends due thereon to any person showing his right thereto to the satisfaction of the Governor or Deputy Governor.

If the Governor or Deputy Governor is not satisfied of the right of any person so claiming, the claimant may by petition to the (Chancery Division) state, and verify, his claim.

The petition is to be served on the A. G. and the Commrs, and the Court is to make such order thereon, either for retransfer of the stock and payment of the dividends accrued, or otherwise, and touching the costs of the application, as may seem just.

These words do not include any accumulations of dividends: and therefore a claimant establishing his claim has no right to anything more than a retransfer of the stock and payment of the unpaid dividends: *Re Ashmead's Trusts*, 8 Ch. 113.

Where the stock claimed was, previously to the transfer, standing in the name of a trustee, no order will be made either for an inquiry or for retransfer in the absence of the trustee or his represves: *Re Ashmead's Trusts*, 8 Ch. 113; *Exp. Jameson*, 19 Eq. 430, Form 3, *sup.* p. 2086; and the beneficiaries or their represves must also be before the Court before a retransfer is directed: *Exp. Ram*, 3 My. & C. 25; *per James, L.J.*, in *Re Ashmead's Trusts*, 8 Ch. 117; and the retransfer will be not to the beneficiary, but to the trustee: *Exp. Jameson, sup.*

Where the petition for retransfer has been heard on its merits and dismissed, a second petition on fresh evidence for the same object cannot be presented without the leave of the Court: *Re May*, 28 Ch. Div. 516; *S. C.*, 25 Ch. D. 231.

Under identical provisions in the 56 G. 3, c. 60 (now repealed), it was decided that, where the title to the stock was disputed, the proper course was not to make the A. G. and Commrs parties to a suit in the first instance, but to proceed by petition, when the Court might direct an inquiry, or order a suit to be commenced and the petition to stand over for that purpose: *Hunt v. Peacock*, 6 Ha. 361; *Exp. Lavell*, 2 J. & W. 397; *Exp. Gillett*, 3 Madd. 28.

The Court would not, as a rule, direct a retransfer without a previous inquiry as to the persons interested: *Re Molony*, 1 J. & H. 249; *Exp. Bishton*, 6 W. R. 289; except in clear cases: *Re Avery*, 1 Russ. & M. 356; *Exp. Nicholl*, T. & R. 119; as where the applicant was the survivor of three persons in whose names the stock had been standing, and there was no proof of any trust: *Exp. Bouts*, 5 Jur. N.S. 951.

On the question what evidence of identity is to be produced, see *Howard v. Kay*, 4 Drew. 151; and that evidence received on a petition under the Act is admissible in subsequent proceedings between a party to the petition and the Crown, in which the same issue is raised, see *Lawrence v. Maule*, 4 Drew. 472.

The practice now is to direct payment of the costs of the A. G. and Commrs as between party and party by the applicant, and upon such payment the retransfer to be made: see *Exp. Jameson*, 19 Eq. 430, Form 3, *sup.* p. 2086; though it appears that formerly these costs were usually directed by the order to be paid out of the fund: *Exp. Holland*, 1 Ph. 379.

By the 33 & 34 V. c. 71, s. 55, all other costs and expenses incurred by the A. G. and Commrs are to be paid by the Commrs out of unclaimed dividends.

By sects. 56, 57, the retransfer or repayment of any stock or dividends exceeding £20 to any claimant is not to be made for three months after application made for the same, nor until notice has been given by advertisement.

Every such notice is to state the name, residence, and description of the person in whose name the stock stood when transferred to the Commrs, the amount of such stock, the name of the claimant, and the time at which the retransfer thereof and payment of dividends will be made, if no other claimant sooner appears and makes out his claim; and, if under an order of the Court, the notice is to state the purport of such order.

By sect. 58, any person is enabled, before retransfer or payment of dividend to any claimant, to apply to the Court, by motion or petition, to rescind or vary any order made for retransfer or payment.

By sect. 59, where any stock or dividends having been so retransferred or paid over is claimed by another person, the bank and their officers are not to be responsible to the second claimant, but he may have recourse against the person to whom the retransfer or payment was made.

By sect. 60, if a new claimant establishes his title after retransfer or payment to a former claimant, and is unable to obtain transfer or payment from him, the Court is, on the petition of the new claimant, verified as the Court requires, to order the Commrs to transfer to him such sum in stock, and to pay him such sum of money for dividends, as the Court thinks just; such transfer to be made out of stock transferred under this part of the Act, and such money to be paid out of dividends received thereon, &c.; and see under the corresponding provisions of 56 G. 3, c. 60 (now repealed), *Exp. Jolliffe*, 8 Beav. 173, Form 4, *sup.* p. 2087.

By sects. 61, 62, 68, dividends unclaimed for ten years, stock certificates in respect of which no coupon is presented for payment for ten years, and unclaimed terminable annuities, are to be dealt with in like manner as nearly as may be.

And by sect. 67 this part of the Act is extended to stocks, dividends, &c. transferred or paid to the Commrs under former Acts.

NOTE.—*The Addenda contained in the following pages 2091—2148* are printed on one side, to meet the convenience of those who desire to insert the several entries in their proper places in the body of the work.*

ADDENDA, Etc.

NOTE.—The lines from the top of the page are reckoned exclusive of all headings.

Volume I.

PAGE

xii, line 11, for Sir Alfred Henry Thesiger, read: The Hon. Alfred Henry Thesiger.

line 15, instead of 17 Jan. 1882, read: May, 1882.

xiii, line 9, instead of 1887, Oct. 17, read: 1890, Oct. 17.

CHAP. I.—Institution of Proceedings.

8, before line 37, add: And a claim for an interlocutory injunction, as a substitute for damages, between writ and trial, may be joined without leave: *Read v. Walton*, (1893) 2 Ch. 171.

CHAP. II.—Service of Writ and Proceedings.

15, line 15, after reference to *Re Morris, M. v. Fowler*, add: followed in *Re Evans, E. v. Noton*, (1893) 1 Ch. (C. A.) 252.

after line 22, add: Where a Deft changes his solr, but files no notice of the change at the Central Office, he is not necessarily to be restricted to such costs as a litigant in person would be entitled to: *Norris v. Bailey*, 62 L. J. Q. B. 338.

before line 7 from foot, add: As to the meaning of "person having control or management," see *Grant v. Anderson*, (1892) 1 Q. B. 108.

By O. XLVIII. a, 11, "any person carrying on business within the jurisdiction in a name or style other than his own name, may be sued in such name or style as if it were a firm name; and, so far as the nature of the case will permit, all rules relating to proceedings against firms shall apply."

The rules do not affect the principle in *Russell v. Cambefort*, 23 Q. B. Div. 526, nor apply to a firm carrying on business, and the members of which are domiciled and resident, in Scotland, and having no place of business within the jurisdiction: *Grant v. Anderson, sup.*; nor to a foreign subject resident out of the jurisdiction who carries on business within the jurisdiction in a name or style other than his own: *St. Gobain, &c. Co. v. Hoyermann's Agency*, (1893) 2 Q. B. C. A. 96; e.g., the proprietor of a newspaper carrying on business under the title of the newspaper: *De Bernales v. New York Herald*, 68 L. T. N. S. 658; 62 L. J. Q. B. 385.

16, line 12, after *Ibid.* add: *Badcock v. Cumberland Gap Park Co.*, (1893) 1 Ch. 362.

line 14, after *Nutter v. Messageries Maritimes*, 54 L. J. Q. B. 527, add: or an office in which, for convenience of English shareholders, dealings with shares are recorded: *Badcock v. Cumberland Gap Park Co., sup.*

PAGE

16, line 14, after *Jones v. Scottish Accident Co.*, 17 Q. B. D. 421, add: *Grant v. Anderson*, 61 L. J. Q. B. 107.

after line 18, add: As to service at the principal office of a railway co. under sect. 135 of the Companies Clauses Act, 1845, and that service at the principal office of the English portion of a Scotch railway is not sufficient, see *Palmer v. Caledonian Ry. Co.*, (1892) 1 Q. B. 607, 823.

17, before line 6 from foot of the page, add: Service under the clause may be allowed in an action of tort: *Croft v. King*, (1893) 1 Q. B. 419.

line 3 from foot, after *Kaye v. Sutherland*, 20 Q. B. D. 147, add: or to recover damages for breach of covenant to repair: *Tassell v. Hallen*, 40 W. R. 221.

18, line 11, after *Robey & Co. v. Snocfell Mining Co.*, 20 Q. B. D. 152, add: and so where the Plt was employed in connection with works in Spain, but the contract contemplated payment in this country: *Thompson v. Palmer*, (1893) 2 Q. B. (C. A.) 80.

line 19, after *Bell v. Antwerp Line, sup.*, add: and see *Rein v. Stein*, (1892) 1 Q. B. 753; *The Eider*, (1893) P. 119; *Thompson v. Palmer*, (1893) 2 Q. B. (C. A.) 80.

line 7 from foot, after *Massey v. Heynes, sup.*, add: In order to bring a case within the clause, the Plt must have an apparent cause of action against the person served within the jurisdiction, and must not merely have joined such person in order to be able to sue, within the jurisdiction, a person who is out of the jurisdiction: *Witted v. Galbraith*, (1893) 1 Q. B. (C. A.) 577.

before line 6 from foot, add: The Court can make an order under clause (g) allowing service upon a Deft out of the jurisdiction, although his co-Defts have not been previously served: *Tassell v. Hallen*, 40 W. R. 221.

19, line 10 from foot, after 32 Ch. Div. 348, add: *Re La Compagnie Generale d'Eaux Minerales*, (1891) 3 Ch. 451.

20, line 5, after *In re Anglo-African Steamship Co.*, 32 Ch. Div. 348, add: Nor a notice of motion to rectify the register of trade marks by striking out a mark registered in the name of a foreign co., but the proper course is to proceed on the notice against the Comptroller after sending a copy to the co., with an intimation that proceedings which may affect its interests are pending: *Re Compagnie Generale d'Eaux Minerales, &c.*, (1891) 3 Ch. 451.

CHAP. III.—Appearance and Leave to Defend.

24, line 33, for Plt to deliver statement of claim, read: Deft to deliver defence.

25, after line 27, add: As to the validity and effect of appearance under protest, see *Firth v. De las Rivas*, (1893) 1 Q. B. 768, where a foreigner, appearing under protest, was held not to have lost his right to object to the jurisdiction.

CHAP. IV.—Security for Costs.

27, at foot of page, add: Where a Deft resident out of the jurisdiction set up a counterclaim which was substantially, though not technically, a defence, the Court, in its discretion, refused to order him to give security for costs: *Neck v. Taylor*, (1893) 1 Q. B. (C. A.) 560.

28, line 9, after temporarily resident within the jurisdiction, add: As to the meaning of this expression, see *Mechiels v. Empire Palace*, 66 L. T. N.S. 132.



PAGE

28, line 14, *after* *Vale v. Oppert*, 5 Ch. D. 633, *add*: and where the Plt, having failed, moves for a new trial, application for increased security may be made at Chambers, with appeal direct to the Court of Appeal: *Bentzen v. Taylor*, (1893) 2 Q. B. 193.

after line 5 from foot, *add*: a foreign co. submitting to the jurisdiction were entitled to be added as respondents to a motion to expunge a trade mark registered by them without giving security: *Re La Societe Anonyme des Verreries, &c.*, W. N. (93) 118.

line 16 from foot, *after* *Mapleson v. Masini*, 5 Q. B. D. 144, *add*: or the counterclaim amounted substantially, though not technically, to a defence to the action: *Neck v. Taylor*, (1893) 1 Q. B. (C. A.) 560.

29, line 1 from foot, *after* *Buckley*, 195, *add*: and from a Deft co. counterclaiming against Plts (debenture holders) and afterwards going into liquidation, see *Strong v. Carlyle Press* (No. 2), W. N. (93) 51.

CHAP. V.—Pleadings.

33, line 44, *after* *Fleming v. Dollar*, 23 Q. B. D. 388, *add*: and see *Rassam v. Budge*, (1893) 1 Q. B. 571.

34, *after* line 27, *add*: As to the effect of delay, see *Cross v. Earl Howe*, 62 L. J. Ch. 342.

before line 6 from foot, *add*: An application under the rule is not the equivalent of a demurrer, and will not be entertained if the pleading raises an important point of law. It may be made by Deft before defence: *A. G. of Lancaster v. L. & N. W. Ry. Co.*, (1892) 3 Ch. (C. A.) 274.

35, *after* line 2, *add*: As to the principles on which the Court ought to act in staying frivolous and vexatious proceedings, see *Kellaway v. Bury*, 66 L. T. N.S. 599.

line 6, *after* *Lawrance v. Lord Norreys*, *add*: *A. G. of Lancaster v. L. & N. W. Ry. Co.*, (1892) 3 Ch. (C. A.) 274; *Willis v. Earl Howe*, (1893) 2 Ch. (C. A.) 545.

37, *after* line 30, *add*: As to the proper order to be made for particulars of pedigree by a Plt claiming as heir-at-law, see *Blackledge v. Anderson*, W. N. (93) 112.

after line 45, *add*: The order for particulars may direct that the action shall be dismissed unless the particulars are delivered within a certain time: *Davey v. Bentinck*, (1893) 1 Q. B. (C. A.) 185; but the usual practice is that the party in default is only debarred from giving evidence of any cause of action of which particulars have not been given.

CHAP. VI.—Amendment.

39, *after* line 14, *add*: Where the writ was for ordinary partnership accounts, a statement of claim alleging misrepresentation and claiming return of premium was struck out, with liberty to the Plt to deliver another statement of claim in accordance with the writ: *Cave v. Carew*, W. N. (93) 42; 41 W. B. 359; 62 L. J. Ch. 530.

after line 43, *add*: For a case in which amendment was allowed by withdrawal of an admission as to the receipt of money, but on terms of the money being brought into Court, see *Hollis v. Burton*, (1892) 3 Ch. (C. A.) 226.

41, *after* line 5, *add*: By O. XVI. 1, "all persons may be joined as Plts in whom the right to any relief claimed is alleged to exist, whether jointly, severally, or in the alternative."

As to the effect of this rule, and that it does not permit the joinder of several Plts in respect of different rights to relief, see *Sandes v. Wildemith*, (1893) 1 Q. B. 771 (where two Plts, being improperly joined, were to elect which should proceed, so much of the statement of claim as related to the other being struck out): *Gort v. Rowney*, 17 Q. B. Div. 625, 635.



PAGE

42, after line 42, add: The discretion given by the rule ought to be exercised in accordance with the principles upon which, before the Jud. Acts, pleas in abatement would have been held good or bad: *Wilson v. Balcarres, &c. Co.*, (1893) 1 Q. B. (C. A.) 422; and see *Roberts v. Holland*, (1893) 1 Q. B. 665, 669.

after last line, add: There is no jurisdiction under O. xvi. 11 to add a party as Deft who is not directly interested in the issues between the existing parties to the action: *Moser v. Mursden*, (1892) 1 Ch. (C. A.) 487.

43, after line 2, add: As to adding or substituting a Plt after judgment, see *The Duke of Buccleuch*, (1892) A. 201 (P. C.).

before line 3, add: It is common practice to allow a person entitled to take out admon to be added as a party, and then, if the estate proves to be interested, the order will not go until admon is taken out: *Re Richerson, Scales v. Heyhoe*, W. N. (93) 103; 41 W. R. 583.

line 27, after *Pilley v. Robinson*, 20 Q. B. D. 155, add: *secus*, where the co-contractor is a foreigner resident out of the jurisdiction: *Wilson v. Balcarres, &c. Co.*, (1893) 1 Q. B. (C. A.) 422; or in the case of co-Plts, as they cannot be joined without their own consent in writing: *Roberts v. Holland*, (1893) 1 Q. B. 665, 669. But where one Deft submits to judgment and pays part of the debt, the Plt may obtain judgment and execution against the co-Deft for the remainder: *Weall v. James*, 68 L. T. N.S. 515.

CHAP. VII.—Discovery.

57, line 55, after *Cooke v. Smith*, add: (1891) 1 Ch. (C. A.) 509.

59, line 3, after *Mayor v. Collins*, 24 Q. B. D. 361, add: or make discovery of documents: *Curtis v. Mundy*, (1892) 2 Q. B. 178.

60, after line 5, add: Where the agent of a foreign principal sues in his own name on a contract with him as agent, the Deft is entitled to the same discovery as if the principal were a party, and to a stay of proceedings until such discovery is made: *Willis v. Baddeley*, (1892) 2 Q. B. (C. A.) 324.

after line 12, add: Where Defts in ejectment alleged possession by their tenants, the Plts were entitled to interrogate as to the dates, but not as to the nature, of the tenancies: *Eyre v. Rodgers*, 40 W. R. 137.

line 15, after *Martin v. Treacher*, 16 Q. B. D. 507, delete rest of the paragraph, and substitute: *Saunders v. Wiel*, (1892) 2 Q. B. 18, 321; *secus*, where the action, though in form for a penalty, is in substance for damages: *Adams v. Bailey*, 10 Q. B. D. 625.

after line 55, add: The rule applies to interrogatories administered with leave as well as without, and under it all or any of a set of interrogatories may be set aside or struck out; or the whole, though some are *per se* unobjectionable: *Oppenheim v. Sheffield*, (1893) 1 Q. B. (C. A.) 5 (disapproving *Sammons v. Bailey*, 24 Q. B. D. 727); *Cowley v. Barton*, 32 W. R. 33.

lines 56, 57, 63—66, delete these two paragraphs.

63, line 35, after *Elder v. Carter*, 25 Q. B. Div. 357, add: and see *Parnell v. Wood*, (1892) P. (C. A.) 137.

after line 35, add: And that a trustee in bankruptcy, Plt in an action, will not be allowed to avail himself of sect. 27 of the Bankruptcy Act, 1883, so as to obtain discovery from a stranger, see *Re Franks, Exp. Gittins*, (1892) 1 Q. B. 646.

PAGE

- 64, line 3, after *Buckley*, 281 *et seq.*, add: *N. Australian Co. v. Goldsborough*, (1893) 2 Ch. 381.
- 65, line 32, after *Pelkin v. Herbert*, 40 L. J. Ch. 798, add: and see *McLean v. Jones*, 66 L. T. N.S. 653.
- line 37, after *Cooke v. Smith*, delete 39 W. R. 273 (C. A.), and substitute, (1891) 1 Ch. (C. A.) 509.
- 66, after line 15, add: The Deft's time for filing the affidavit ought not to be extended until he has received from the Plts particulars of claims for damages: *Maxim-Nordenfelt, &c. Co. v. Nordenfelt*, W. N. (93) 112.
- line 50, after R. S. C., Appx. B., No. 9, add: The rule extends to the contract sued on, referred to by the Plt in an affidavit in answer to interrogatories: *Morse v. Peachey*, 39 W. R. 592.
- 67, after line 3, add: An infant party to an action cannot be compelled to give discovery of documents: *Curtis v. Mundy*, (1892) 2 Q. B. 178; and see *Redfern v. R.*, (1891) P. (C. A.) 139; *Mayer v. Collins*, 24 Q. B. 361.
- line 42, for 117, read 11, s. 7.
- after line 50, add: Under O. xxxi. 14, O. L. 3, and its general powers, the Court can order that photographs of documents be taken: *Lewis v. E. of Londesborough*, (1893) 2 Q. B. 191.
- 71, line 46, after *Bonnardet v. Taylor*, add: followed in *Gibney v. Clayton*, 27 L. R. Ir. 75.
- 72, line 21, after *Arnott v. Hayes*, *sup.*, add: and see *Fitzpatrick v. McDonald*, 30 L. R. Ir. 249; *Parnell v. Wood*, (1892) P. (C. A.) 137, where an alternative application under the Act, or for a subpoena, was refused, the question whether the subpoena should be granted being a matter for the determination of the Judge at the trial.
- 73, at foot of page, add: And Defts (a co. alleged to be acting *ultra vires*) will not be compelled to give full information to rivals in trade: *A. G. v. North Met. Tram Co.*, (1892) 3 Ch. 70.
- 74, line 24, after *Parnell v. Walter*, 24 Q. B. D. 441, add: and see *Rumney v. Walter*, 61 L. J. Q. B. 149; 65 L. T. N.S. 757; 40 W. R. 174.
- 75, line 50, after *New British, &c. Co. v. Peed*, 3 C. P. D. 196, add: and see *Eyre v. Rodgers*, 40 W. R. 137.
- 77, after line 39, add: But a defendant in a patent action cannot, by denying the validity of the patent, avoid giving discovery as to his own process until the validity has been established: *Benno Juffe, &c. Fabrik v. Richardson*, 62 L. J. Ch. 710.
- 78, after line 15, add: As to the discovery to be given in proceedings to remove trade marks from the register, see *Re Wills' Trade Marks*, (1892) 3 Ch. 201.
- 79, line 22, after *Gardner v. Irvin*, 2 Ex. Div. 53, add: *O'Shea v. Wood*, (1892) P. (C. A.) 286.
- line 25, after *Greenlaw v. King*, 1 Beav. 137, add: or mere statements of fact: *O'Shea v. Wood, sup.* (at p. 290).
- line 27, after *Culley v. Richards*, 19 Beav. 401, add: And the principle extends to notes of examination of witnesses under sect. 27 of the Bankruptcy Act, 1883, by a trustee in bankruptcy, with the view of enabling his solr to advise him as to proceedings with reference to the bankrupt's affairs: *Learoyd v. Halifax Joint Stock Banking Co.*, (1893) 1 Ch. 686.
- 84, line 25, after *Hobbs v. Hudson*, 25 Q. B. Div. 232, add: under the Patents, &c. Act, 1883, s. 58, for infringement of copyright in a design: *Saunders v. Wiel*, (1892) 2 Q. B. 18, 321.



CHAP. VIII.—Evidence.

PAGE

91, line 20 from foot, for 47 & 48 V. c. 67, read: 47 & 48 V. c. 61.

94, after line 17, add: After Deft's case at the trial was closed, the Plt was not allowed to call a witness whom he erroneously, but without being misled by the Deft, expected the Deft would call: *Barker v. Furlong*, (1891) 2 Ch. 172.

95, before the last paragraph, add: In a communication from the Foreign Office, dated the 26th Nov. 1892, addressed to the Senior Registrar, with respect to the procedure to be adopted when the evidence of Spanish witnesses is to be taken for use by or before a Court of Justice in Great Britain, it is stated that such evidence should be obtained in future by means of letters of request, addressed by the British Court to the competent Spanish Tribunal, and forwarded and returned through the diplomatic channel.

97, after line 39, add: In Ch. Div. an affidavit, with an interlineation not properly initialed (e.g., by a notary public), ought not to be filed without an order of the Court: *Re Cloake*, 61 L. J. Ch. 69; 40 W. R. 74.

99, after line 31, add: A contributory in a winding-up desiring to summon a witness before a special examiner must do so by chief clerk's summons, and not by subpoena: *Re Westmoreland Green and Blue Slate Co.*, 40 W. R. 171; 66 L. T. N.S. 52.

CHAP. IX.—Change and Representation of Parties.

107, after line 15, add: For order for exors of deceased Deft to carry on proceedings for the purpose of enforcing payment of the costs of a discontinuance under O. xxvi. 1, see *Re Overton, Hansby v. Llewellyn*, 13 July, 1892, B. 543.

108, after line 35, add: The order should state that the Court has proceeded in the absence of any person representing, or entitled to represent, the estate of the deceased person, or has appointed some person to represent such estate: *Re Richerson, Scales v. Heyhoe*, 41 W. R. 583; W. N. (93) 103; 62 L. J. Ch. 708.

after line 36, add: The rule only applies to persons who have or claim some beneficial proprietary right which they are asserting or defending: *Temperton v. Russell*, (1893) 1 Q. B. 435.

An order may be made under the rule against the will of the Defts authorizing them to defend on behalf of a class: *Wood v. McCarthy*, (1893) 1 Q. B. 775.

109, after line 14, add: Devisees who might prove to be entitled under a will other than that which had been admitted to probate were treated as a class under the rule: *Re Nash; Re Spence; Lewis v. Darby*, W. N. (93) 199.

CHAP. XI.—Discontinuance and Dismissal.

115, after line 14, add: There is jurisdiction under the rule, on the application of the Plt, to make an order staying all proceedings, each party to bear his own costs, except such as were unnecessarily occasioned to the Defts: *Musman v. Boret*, 40 W. R. 352, distinguishing *Lambton v. Parkinson*, 35 W. R. 545.

after line 54, add: For an instance of the exercise of the jurisdiction, see *Hall v. Pavlet*, 66 L. T. N.S. 645.

117, line 38, after *Lawrance v. Lord Norreys*, 30 Ch. Div. 213, add: *S.C.*, 15 App. Cas. 210; *Willis v. Earl Howe*, (1893) 2 Ch. 543.

line 40, after *Met. Bk. v. Pooley*, 10 App. Cas. 210, add: *Kellaby v. Bury*, 66 L. T. N.S. 599.

1

.

.

.

.

.

.

1

CHAP. XII.—Trial and Judgment.

PAGE

128, at end of Form 28, after 1877, add: B. 698.

130, after line 37, add: Where a Plt does not deliver a reply, he cannot give notice of trial until the expiration of twenty-one days after the delivery of the statement of defence: *Robinson v. Caldwell*, (1893) 1 Q. B. 519.

132, line 12, after *Crick v. Hewlett*, 27 Ch. D. 354, add: but see *Page v. Gilmore*, 30 L. R. Ir. 299.

133, after line 20, add: The Deft having no counterclaim is not entitled to have judgment entered for him: *Armour v. Bate*, (1891) 2 Q. B. (C. A.) 233.

before line 3 from foot, add: An affidavit used on a motion, but not filed until afterwards, may be entered in the order as read, provided it does not interfere with the date of the order (which may be post-dated accordingly): *Re King & Co.'s Trade Mark*, (1892) 2 Ch. 462.

135, line 24, after *Massey v. Allen*, 13 Ch. D. 558, add: *Hope v. H.*, W. N. (93) 20.

138, at foot of page, add: The Act cannot be resorted to before trial for the mere purpose of depriving a party giving discovery of the right to seal up parts of entries in his banker's books: *Parnell v. Wood*, (1892) P. O. 137.

139, line 2, after against, add: any one; and line 3, after Plt, add: *Harding v. Williams*, 14 Ch. Div. 197.

140, after line 26:

As to agreements requiring a stamp, see *Cartill v. Carbolic Smoke Ball Co.*, (1892) 2 Q. B. 484, 490, and cases there cited.

141, line 17, for 44 & 45 V. c. 18, read 44 & 45 V. c. 12.

line 22, add: Property appointed under a power in a marriage settlement to a volunteer passes under such settlement within sect. 38 of 44 & 45 V. c. 12: *A.-G. v. Chapman*, (1891) 2 Q. B. 526; and as to what constitutes within the section a voluntary settlement whereby a life interest is reserved to the settlor, see *S. C.*, and *A.-G. v. Gosling*, 40 W. R. 366.

after line 34, add: The ruling of a Judge at the trial as to the sufficiency of a stamp is final: O. xxxix. 8; *Blewitt v. Tritton*, (1892) 2 Q. B. (C. A.) 327.

145, after line 10, add: But under the new procedure since the Jud. Acts declarations have been made where relief by way of injunction was refused: *London Assoc. of Shipowners v. London and India Docks*, (1892) 3 Ch. (C. A.) 242.

148, line 31, after *Webster v. Myer*, 14 Q. B. Div. 231, add: but O. lxiv. 13 does not apply to the issue of execution as to costs, by sequestration, or otherwise: *Taylor v. Roe*, 62 L. J. Ch. 391; W. N. (93) 26.

150, line 4, after *Higgins v. Scott*, 21 Q. B. Div. 10, add: though the action has been dismissed for want of prosecution: *Roberts v. Booth*, (1893) 1 Ch. 52.

after line 23, add: Where the writ by amendment after appearance was made a good specially indorsed writ at the time when the summons for judgment was taken out under O. xiv. 1, it was held that the appearance was good: *Paxton v. Baird*, (1893) 1 Q. B. 139; approving *Gurney v. Small*, (1891) 2 Q. B. 584.



CHAP. XIII.—Motion for Judgment.

PAGE

155, 5 lines from foot of page, after *Jones v. Macaulay*, (1891) 1 Q. B. (C. A.) 221, add: *Roberts v. Booth*, (1893) 1 Ch. 52.

158, after line 15, add: The expression "first short cause day after the notice expires" has been considered to mean the first available short cause day; so that if notice were given for a day which was a short cause day, the case might be placed in the paper for that day: *Green v. Moore*, 39 W. R. 421; W. N. (91) 68.

CHAP. XV.—Passing and Entering.

166, line 38, after *Re Jones, Brillis v. J.*, W. N. (91) 114, add: 39 W. R. 619.

170, after line 30, add: Sect. 5 of the same Act relates to an order or decree of an English Court exemplified to the High Court of Chancery in Ireland, and, as to enforcement by attachment or committal, is in the same words as sect. 6. In *Viscount Kilworth v. E. of Mount Cashell*, 31 L. R. Ir. 81, it was held that there is no jurisdiction to enforce such an order by sequestration.

at foot of page, add: Procedure by judgment summons under the Debtors Act, 1869, is not "execution" within sect. 4 of 31 & 32 V. c. 54, for enforcement of a registered Irish judgment: *Re Watson, Exp. Johnston, Johnston v. Watson*, (1893) 1 Q. B. (C. A.) 21.

CHAP. XVI.—Lodgment and Payment of Funds.

177, line 18, for see Payment Schedule, Form No. 75, read: see Schedule, p. 197.

183, line 43, after *Hetherington v. Brownrigg*, 10 Ch. D. 162, add: Where admitted erroneously, the amount was ordered to be paid into Court as a condition for leave to amend defence and withdraw admissions: *Hollis v. Burton*, (1892) 3 Ch. (C. A.) 226.

188, in first column of schedule No. 17, delete the words "and no gift over."

200, line 11, after the word "Funds," add: (which includes dividends).

204, after line 9, add: As to the mode of ascertaining the true construction of a foreign power of attorney, see *Chatenay v. Brazilian Tel. Co.*, (1891) 1 Q. B. (C. A.) 79.

206, line 19, after *Re Thorley, Massam v. T.*, add: (1891) 2 Ch. 613.

207, after line 10, add: Succession duty is payable by a wife upon the death of her husband who took under a settlement a life interest interposed between her life interest and absolute interest in remainder: *A. G. v. Robertson*, (1893) 1 Q. B. (C. A.) 292.

CHAP. XVII.—Costs.

214, line 3, after 1882, add: A. 1568.

219, line 23, after *Reeves v. Gibson*, (1891) 1 Q. B. (C. A.) 652, add: But it is inconsistent with and overrules the provisions of the County Courts Admiralty Jurisdiction Act (31 & 32 V. c. 71, ss. 3, 9) depriving parties of costs in the Superior Courts unless the Judge certifies that the cause was proper to be tried there: *Rockett v. Chippendale*, (1891) 2 Q. B. (C. A.) 293.

line 46, after *Huxley v. West London Extension Rail. Co.*, 14 App. Cas. 26, add: *Foster v. Farquhar*, (1893) 1 Q. B. (C. A.) 564.

1

2

3

4

PAGE

- 219, line 35, after *Cooper v. Whittingham*, 15 Ch. D. 501, add: and see *Florence v. Mallinson*, 65 L. T. N.S. 354.
- 221, after line 12, add: As to the construction of the Act, and that it does not alter the procedure on the Crown side of Q.B. D., see *London County Council v. West Ham*, (1892) 2 Q. B. (C. A.) 173.
- line 34, after *Salkeld v. Johnston*, 1 M. & G. 533, add: but only costs reasonably incurred in ordinary course: *Hill v. Peel*, L. R. 5 C. P. 172.
- after line 44, add: Where an action for alleged infringement of copyright is dismissed with full costs, the costs are to be taxed in the ordinary way as between party and party: *Avery v. Wood*, (1891) 3 Ch. 115.
- 223, line 50, after *Fraser v. Brescia, &c. Co.*, 56 L. T. N.S. 771, add: and see *Hopkinson v. St. James, &c., Electric Co.*, W. N. (93) 5.
- 224, line 45, after less than £50, add: (or £50 and no more; O. LXV. 12): *Mellington v. Harwood*, (1892) 2 Q. B. (C. A.) 166.
- 233, line 23, after *Storer & Co. v. Johnson and Weatherall*, 15 App. Cas. 203, at p. 209, add: *Reid v. Burrows*, (1892) 2 Ch. 413, 415.
- 235, line 21, for "*Re Peace and Waller*, 24 Ch. D. 405. Where" read, "*Re Peace and Waller*, 24 Ch. D. 405, in which case."
- line 42, add: The defence that no signed bill was delivered can only be raised by the client, and not by a third person sued under an agreement to pay, who is entitled only to taxation under s. 38 (*inf.* p. 251): *Greening v. Reeder*, 67 L. T. N.S. 28; 40 W. R. 623.
- 236, line 18, for "*Jonas*" read "*Jones*."
- line 36, after *Re Carthew, Ib.*, add: *Re Mackenzie, Exp. Short*, 41 W. R. 531.
- 237, line 12, add: but see *Hitchcock v. Stretton*, (1892) 2 Ch. 343; *Re Frape, Exp. Perrett*, (1893) 2 Ch. (C. A.) 284.
- 238, last line, after 45 L. T. N.S. 642, add: nor correspondence showing an intention of the client to pay, but not to give up his right to taxation: *Pontifex v. Farnham*, 62 L. J. Q. B. 344.
- 239, after line 13, add: The application to set aside an agreement under the section may be made in Chambers: *Re Howell Thomas*, (1893) 1 Q. B. 670.
- after line 18, add: The word "reasonable" includes reasonableness of the amount charged, having regard to the work done: *Re Stuart, Exp. Cathcart*, (1893) 2 Q. B. (C. A.) 201.
- before line 3 from foot of page, add: The agreement under sub-s. 2 is sufficient if signed by the party who seeks to enforce it: *Re Frape, Exp. Perrett*, (1893) 2 Ch. (C. A.) 284; but if it is impeached as unfair and unreasonable, the question of its validity may be referred directly to the taxing master: *S. C.*
- 240, line 4 from foot of page, after *Re Paull, Ib.*, add: *Re Mackenzie, Exp. Short*, 41 W. R. 531.
- 249, line 8, after 40 Ch. D. 495, add: *Gerty v. Mann*, 29 L. R. Ir. 7.
- line 9, after *Re Sutton and Elliott*, 11 Q. B. D. 377, add: *Re Falls*, 29 L. R. Ir. 1.
- line 22, after "delayed" add: But see *contra*, *Re Williams, Exp. Love*, 65 L. T. N.S. 68, in the case of payment by the client made expressly subject to the right to tax.
- line 33, after *Re Bignold*, 9 Beav. 269, add: nor a payment on settlement of a general account: *Re Frape, Exp. Perrett*, (1893) 2 Ch. 284, 291.



PAGE

249, line 37, after *Re Ingle*, 21 Beav. 275, add: nor a settlement in account between a solr-trustee, entitled by the will to charge expenses, and his co-trustee: *Re Fish*, *Bennett v. B.*, (1893) 2 Ch. C. A. 413.

after line 37, add: But payments made and accepted in the course of a running account regularly balanced were held referable to a bill of costs subsequently delivered so as to preclude taxation in absence of special circumstances: *Hitchcock v. Stretton*, (1892) 2 Ch. 343; explaining and considering *Re Stogdon*, 56 L. J. Ch. 420; 56 L. T. N.S. 355, and *Exp. Hemming*, 28 L. T. N.S. 144; and see *Re Falls*, *sup.*

252, line 4, for 5 Beav. 525, read 5 Beav. 425.

257, at foot, after *Wakefield v. Brown*, L. R. 9 C. P. 410, add: *The Soto*, (1893) P. 73.

259, after line 22, add: As to allowance for attendances at counsel's chambers, see *Re Mahon*, (1893) 1 Ch. 507; *Solrs' Remuneration Act*, 1881, G. O. Sched. II.

As to the discretion of the taxing master to allow costs of attendance of country solr at trial, see *The Soto*, (1893) P. 73.

line 35, add: *Cordner v. Guedella*, 30 L. R. Ir. 81.

260, after line 2, add: The allowance of 4d. a folio for manuscript copies does not extend to carbon copies produced by a typewriter: *Exp. Latimer*, 60 L. J. Q. B. 626.

line 13 from foot, after *Re Mammoth*, 9 P. D. 126, add: *Re Cathcart*, W. N. (93) 107.

261, line 2, after *Re Broad*, 15 Q. B. Div. 420, add: *Lynch to Chance*, 30 L. R. Ir. 278.

263, line 34, after *Stone v. Lickorish*, (1891) 2 Ch. 363, add: *Re Doody*, *Fisher v. D.*, (1893) 1 Ch. (C.A.) 129; and that the member of a firm of solrs who is not a mortgagee may be allowed a share of costs proportionate to his interest in the partnership, see *S. C.* (Stirling, J.); followed in *Wellby v. Still*, W. N. (93) 91.

line 62, after 36 Ch. Div. 444, add: *O'Hara v. Elliott*, 41 W. R. 248.

last line, delete as to the meaning of "clear day," *qu.*, *Ib.*, and substitute: but see *contra*, *The Courier*, (1891) P. 355; *O'Hara*, *Matthews & Co. v. Elliott & Co.*, (1893) 1 Q. B. 362, holding that "clear" day means in effect "clear" of the five hours.

265, after line 5, add: A copy for personal convenience of solr who has the transcript in his possession will not be allowed: *Exp. Latimer*, 60 L. J. Q. B. 626.

266, line 20, after *Ward v. Lawson*, 43 Ch. Div. 353, add: and see *Reid v. Burrows*, (1892) 2 Ch. 413, 416.

267, after line 2, add: An agreement between contractor and town commrs for execution of sewage works has been held to be "conveyancing business" within sect. 2: *Exp. Caruth*, 25 L. R. Ir. 478.

line 7 from foot of page, after *S. C.*, add: but the fee does not include costs of release of an outstanding incumbrance on property sold: *Exp. Bonase*, 27 L. R. Ir. 375.

line 13 from foot, after *Re Field*, *sup.*, and line 10 from foot of page, after *Re Emanuel and Simmonds*, 33 Ch. Div. 40, add: *Savery v. Enfield Local Board*, (1893) A. C. 218.

268, before line 8 from foot, add: It is not necessarily implied from the word "even" that there must be a fresh advance on the occasion of a mortgage, and the scale fee is therefore chargeable where a mortgage is effected by a solr to secure a past debt: *D'Arcy to White*, 31 L. R. Ir. 142.

PAGE

269, after line 18, add: The solr's commission for "conducting" a sale is chargeable upon the total amount realized, though the sale is in lots, held under different titles and sold to different purchasers: *Re Onward Bldg. Soc.*, (1893) 1 Q. B. 16.

line 47, after *Re Rees, R. v. R.*, 58 L. T. N.S. 68, add: And as to the way in which the discretion ought to be exercised, and the power of the taxing master to increase or diminish fees, see *Re Mahon*, (1893) 1 Ch. (C. A.) 507. The words "other documents" in the heading to the schedule are not confined to documents *ejusdem generis* with deeds and wills, but include a case for opinion of counsel: *Re Mahon, sup.*; but see *Exp. Caruth*, 25 L. R. Ir. 478.

271, at foot of page, after *Verlander v. Eddolls*, 51 L. J. Q. B. 55, add: *Irvin v. Sanger*, 58 L. J. Q. B. 64; 59 L. T. N.S. 894; 5 Times L. E. 171.

CHAP. XVIII.—Chambers, and Proceedings under Judgment.

273, after line 41, add: The section preserves the general jurisdiction of a single Judge to act for the Court: *Re Howell Thomas*, (1893) 1 Q. B. 670; *Clover v. Adams*, 6 Q. B. D. 622, 624.

after line 49, add: a female Plt to an originating summons should be described as spinster, or otherwise: *Re Poinsons, Sutton v. Martin*, W. N. (91) 139.

276, line 34, add: And an application for relief against forfeiture of lease under s. 14 of the Conveyancing Act cannot be made by a lessee by originating summons, which is not an "action" within the meaning of sub-s. 2: *Lock v. Pearce*, (1893) 2 Ch. 271.

CHAP. XIX.—Sales by the Court.

289, after Form 3, add: *Re Doody, Fisher v. D.*, Stirling, J., 19 Feb. 1891, A. 541.

Insert the following before Form 4:

3a. Sale out of Court by consent of Incumbrancers—Purchase-money to come into Court.

UPON the application of the Plt &c., and C. and D. (incumbrancers) by their solr consenting, And the Judge being satisfied, upon reading the said affidavits, that all persons interested in the estate hereinafter authorized to be sold are before the Court, or are bound by this order, Let A. B., the receiver, be at liberty to sell forthwith out of Court by public auction in one lot, the leasehold property of the Deft Corporation known as &c., subject to a reserve price, and the auctioneer's remuneration being fixed by the Judge; And Let the purchaser be at liberty to pay his deposit to the said receiver; And Let the receiver, within fourteen days after the receipt thereof, lodge the same in Court, as directed in the Schedule hereto; Let the balance of the purchase-money be paid into Court to the credit of the action, *B. v. K.*, 18—, &c., subject to further order. Restraint on fund when lodged in favour of C. and D. incumbrancers. And Let an account be taken of what is due to the incumbrancers in respect of their incumbrance. Apply proceeds of sale in first place in payment of what shall appear due to incumbrancers.—[Add Lodgment Schedule, Form No. 3.]—*Brodie v. Kilmorey, Kay, J.*, at Chambers, 13 Nov. 1889, A. 2553.

This case was followed by Chitty, J. (who, however, expressed doubt as to the necessity for the declaration), in *Cumberland Union Banking Co. v. Maryport, &c. Co.*, (1892) 1 Ch. 92.—21 Nov. 1891, A. 1525.



PAGE

293, line 8, after *The Hercules*, 11 P. D. 10, add: and shares in a limited company are "goods, wares, or merchandise" within O. L. 2: *Evans v. Davies*, (1893) 2 Ch. 216.

line 41, after "treated as the agent of the," delete "purchaser," and substitute "vendor."

296, after line 51, add: Where infants were interested, the Court required the allegations in the claim to be verified by affidavit: *Willis v. W.*, 38 W. R. 7; 61 L. T. N.S. 610.

306, line 29, after *Re Langham's Contract*, 39 W. R. 156, add: 60 L. J. Ch. 110; *Re Kidd and Gibbon's Contract*, (1893) 1 Ch. 695.

after line 36, add: On purchase of a fee simple subject to leases where payment of duty on the increased value at the determination of the leases has been postponed under sect. 20, such duty must be paid by the vendor; *Re Kidd and Gibbon's Contract*, (1893) 1 Ch. 695.

CHAP. XX.—Further Consideration.

317, after line 25, add: It has been held that where an order is made on originating summons in Chambers, adjourning further consideration, the action ought to be heard on further consideration in Chambers: *Re Glasson, G. v. G.*, W. N. (93) 85.

CHAP. XXI.—Special Case.

318, after the note, line 16, add: The reports of *Re Cane, Ruff v. Sivvers*, appear to be incorrect, as a reference to the Reg. Lib. 30th Oct. 1890, A. 1425, shows that the order was in the above form with no stay of proceedings.

CHAP. XXII.—Issues.

325, line 16, after *Jenkins v. Bushby*, (1891) 1 Ch. C. A. 484, add: but see *Mangan v. Met. Electric Supply Co.*, (1891) 2 Ch. (C. A.) 551.

330, after line 4, add: The words "except where otherwise provided by statute," do not revive local venues abolished by the Jud. Act, 1875, but extend only to local venues created by statutes passed since that Act: *Buckley v. Hull Docks Co.*, (1893) 2 Q. B. 93.

CHAP. XXIV.—Motion.

345, before line 11 from foot, add: An affidavit used on a motion, but not filed until afterwards, may be entered in the order as read, even though the fact of its not having been filed has not been brought to the notice of the Court, provided it does not interfere with the date of the order, as when the filing is on the same day: *Re King & Co.'s Trade Mark*, (1892) 2 Ch. 462.

347, before line 2 from foot, add: A copy of notice of motion must be supplied for the use of the Judge: *Bartlett v. West Met. Tram. Co.*, W. N. (93) 189.

CHAP. XXV.—Petition of Right.

350, line 10, after *Perry v. Eames*, (1891) 1 Ch. 658, add: nor are the lessees of the Crown, as there can be no easement by prescription for a limited time: *Wheaton v. Maple*, 41 W. R. 677.



CHAP. XXVI.—Arbitrations and References.

PAGE

353, after line 11, add: Indorsements signed by counsel on their briefs at the trial of an action agreeing with each other, and stating that claims were to be referred, were held to constitute a "submission" within the section: *Aitken v. Bachelor*, 62 L. J. Q. B. 193.

A policy, containing an arbitration clause, though not signed by the Plt, may amount to a submission within sects. 4 and 27: *Baker v. Yorkshire Ass. Co.*, (1892) 1 Q. B. 44; explaining *Caerleon Tin Plate Co. v. Hughes*, 60 L. J. Q. B. 640; 65 L. T. N.S. 118.

after line 30, add: It is competent for parties to agree that the question of fraud on the part of the arbitrator shall not be raised by either of them: *Tullis v. Jackson*, (1892) 3 Ch. 441.

354, line 48, after *Re Williams and Stepney*, add: (1891) 2 Q. B. (C. A.) 257; reversing *S. C.*, (1891) 1 Q. B. 700.

355, lines 7—9 delete, and substitute: An application for leave to administer interrogatories, or for security for costs, is "a step in the proceedings," and (semble) the delivery of a counter-claim is "the commencement of a legal proceeding" within sect. 4: *Chappell v. North*, (1891) 2 Q. B. 252; *Adams v. Cattley*, 40 W. R. 570; 66 L. T. N.S. 687; but the obtaining time by consent, without order of the Court, under O. LXIV. 8, is not a step: *Brighton Marine, &c. Co. v. Woodhouse*, (1893) 2 Ch. 486.

line 17, after *Russell v. R.*, 14 Ch. D. 471, add: approved in *Walmsley v. White*, 40 W. R. 675; and see *Russell v. Harris*, 65 L. T. N.S. 572.

line 37, after *Viney v. Bignold*, 20 Q. B. D. 172, add: *Trainor v. Phoenix Fire Ass. Co.*, 65 L. T. N.S. 825; *Scott v. Mercantile, &c. Ins. Co.*, 65 L. T. N.S. 811.

line 54, after *Joplin v. Postlethwaite*, 61 L. T. N.S. 629, add: explained in *Walmsley v. White*, 40 W. R. 675.

356, line 16, after *Compagnie de Senegal v. Smith*, 32 W. R. 111; 46 L. T. N.S. 527, add: *Pini v. Roncoroni*, (1892) 1 Ch. 633.

after line 56, add: A notice "to concur in the appointment" of a sole arbitrator is sufficient. In general, where the section applies, the Court has no discretion to refuse to appoint: *Re Eyre and Corp. of Leicester*, (1892) 1 Q. B. (C. A.) 136.

357, line 37, after "reference," add: see *Jackson v. Barry Ry. Co.*, (1893) 1 Ch. (C. A.) 238, 246.

after line 37, add: The section applies to arbitrations under the Building Societies Act, 1874: *Tabernacle Building Soc. v. Knight*, (1892) A. C. 298.

line 42, after *Malmesbury Ry. Co. v. Budd*, 2 Ch. D. 113, add: *Jackson v. Barry Ry. Co.*, (1893) 1 Ch. (C. A.) 238, 246, 249.

line 47, after *N. L. Ry. Co. v. G. N. Ry. Co.*, 11 Q. B. D. 30, add: *Wood v. Lillies*, 61 L. J. Ch. 158.

359, after line 15, add: Evidence of an admission out of Court by an arbitrator that he made his award improperly, as, for example, by collusion or in consequence of a bribe, is not admissible in support of an application to set aside the award: *In re Whiteley and Roberts*, (1891) 1 Ch. 558.

line 22, after *Knox v. Symmonds*, 1 Ves. 369, add: and it is competent for them to agree that the question of fraud on his part shall not be raised: *Tullis v. Jackson*, (1892) 3 Ch. 441.

line 25, after *Russ. Arb.* 315, add: and see *Re Keighley, Maxsted & Co.*, (1893) 1 Q. B. (C. A.) 405.

PAGE

359, line 39, *after Hooper v. Balfour*, 62 L. T. N.S. 646, *add*: or where evidence material for the consideration of the arbitrator (not necessarily such as would be good in a court of law) was discovered after the award was made: *Re Keighley, Maxsted & Co., sup.*

360, line 31, *after Re Williams and Stepney*, *add*: (1891) 2 Q. B. (C. A.) 257, reversing *S. C.*, (1891) 1 Q. B. 700.

361, line 42, *after Prentice v. London*, L. R. 10 C. P. 679, *add*: *Willis v. Wells*, (1892) 2 Q. B. 225.

362, line 8, *after Re Knight and Tabernacle Bldg. Soc.*, (1891) 2 Q. B. (C. A.) 63, *add*: *S. C.*, *Tabernacle Bldg. Soc. v. Knight*, (1892) A. C. 298.

Where the arbitrator has stated his final award in the form of a special case, and has not merely asked the opinion of the Court by way of interlocutory proceeding, there is an appeal from the Q. B. D. to the Court of Appeal: *Re Kirkleatham Local Bd.*, (1893) 1 Q. B. 375, 380.

364, line 6 from foot, *add*: After a reference under s. 14, the Court or Judge can still make an order for inspection of property the subject of the action; but, *semble*, it is more convenient that application should be made to the referee or arbitrator: *Macalpine v. Calder*, (1893) 1 Q. B. (C. A.) 545.

365, *after* line 31, *add*: Sub-section (c) applies when any part of the dispute relates to a matter of account, although in certain events it might become unnecessary to determine such matter of account: *Hurlbutt v. Barnett & Co.*, (1893) 1 Q. B. (C. A.) 77.

The reference under the section is not a compulsory reference within s. 8 of the Jud. Act, 1884, and therefore an appeal lies without leave from the decision of a Divisional Court on an application for a new trial before an official referee: *Munday v. Norton*, 40 W. R. 354.

line 35, *after Leigh v. Brooks*, 5 Ch. Div. 592, *add*: *Russell v. Harris*, 65 L. T. N.S. 752.

366, line 50, *after Hayward v. Mutual Reserve Association*, *add*: (1891) 2 Q. B. 236.

368, *after* line 9, *add*: As to the object of the rule, see *Larkin v. Lloyd*, W. N. (91) 71.

line 14. This paragraph should *read*: "By O. XL. 2, every referee to whom a cause or matter shall be referred shall direct how judgment shall be entered, and such judgment shall be entered accordingly by a master or Registrar, as the case may be," and by r. 6, &c.

after line 43, *add*: Where the reference is as to nuisance, and the referee reports that no nuisance exists, the Deft may move, under O. XI. 27 (*v. sup.* p. 336), for judgment dismissing the action with costs: *Larkin v. Lloyd*, W. N. (91) 71.

CHAP. XXVII.—Execution and Contempt.

373, line 34, *after* r. 22, *add*: O. LXIV. 13 (*v. sup.* p. 148) does not apply to proceedings after judgment: *Taylor v. Roe*, W. N. (92) 26; 62 L. J. Ch. 391.

377, *after* line 43, *add*: As to the liability of the sheriff or his officer for penalties under sect. 29, see *Lee v. Dangar*, (1892) 1 Q. B. 231; (1892) 2 Q. B. (C. A.) 337; *Bagge v. Whitehead*, *Id.* 355; *Shoppee v. Nathan*, (1892) 1 Q. B. 245; *Woolford's Trustee v. Levy*, (1892) 1 Q. B. (C. A.) 772.



PAGE

378, line 44, after "so that there is jurisdiction to issue an attachment against an undischarged bankrupt," add: "who is a defaulting trustee or a"; and after "officer of the Court" in next line, add: *Re Smith, Hands v. Andrews*, (1893) 2 Ch. (C. A.) 1; dissenting from *Cobham v. Dalton* (10 Ch. 655, 657).

line 47, for 37 Ch. D. read: 36 Ch. D.; and for *Re Simes, S. v. S.*, read: *Re Simes, S. v. Newbery*.

379, after line 35, add: The sheriff (notwithstanding that interpleader proceedings are pending) is entitled to costs of execution up to, but not after, the receipt of the official receiver's notice, as any further costs of possession are no longer costs of execution: *Re Harrison, Exp. Sheriff of Essex*, (1893) 2 Q. B. 111.

385, after line 13, add: A trustee is not fraudulent and dishonest merely because he neglects his trust and thereby wrongs those whom it is his duty to protect: *Re Smith, Hands v. Andrews*, (1893) 2 Ch. (C. A.) 1.

line 33, after *Litchfield v. Jones*, 36 Ch. D. 350, add: and see *Reid v. Burrows*, (1892) 2 Ch. 413, 415.

386, line 13, after *Street v. Hope, Ib.* 286 (n.), add: and that he had derived no personal benefit from the breach of trust: *Earl of Aylesford v. Earl Poulett*, (1892) 2 Ch. 60.

line 20, after *Re Knowles, Doodson v. Turner*, 52 L. J. Ch. 685; 48 L. T. N.S. 760, add: and see *Earl of Aylesford v. Earl Poulett, sup.*

Where the discretion has been exercised on an erroneous view of the law, the Court of Appeal will review it: *Re Smith, Hands v. Andrews*, (1893) 2 Ch. (C. A.) 1.

387, line 1, after the words "personal service," delete: "the Court may insist upon it," and substitute: the Court insists upon it, and will not make an order for substituted service unless every endeavour has been made to effect personal service: *Mander v. Falcke*, (1891) 3 Ch. 488.

line 12, after *Re Morris, M. v. Fowler*, 44 Ch. D. 151, add: *Evans v. Noton*, (1893) 1 Ch. (C. A.) 252.

Appearance of the party on the motion to commit is not a waiver by him of any objection for want of personal service or irregularity: *Mander v. Falcke, sup.*

after line 25, add: Marking the notice of motion with the name of the wrong Judge is not a fatal irregularity; *secus*, omission to serve the affidavits with the original notice of motion, or to notify the grounds of the application: *Taylor v. Roe* (No. 1), W. N. (93) 14.

9 lines from foot, after *O'Shea v. O'Shea*, 15 P. Div. 89, add: *secus*, *semble*, an attachment for disobedience to an order to attend for examination: *Re Evans, E. v. Noton*, (1893) 1 Ch. 252.

403, line 15, add: but money in the hands of a receiver in a creditor's admon action went to the exor for the benefit of the creditors generally: *Re Hoare, H. v. Owen*, (1892) 3 Ch. 94.

407, after line 15, add: As to when proceedings should be by way of committal, and when by way of attachment, see Memorandum of Mr. Lavie, Registrar, note to *Re Evans, E. v. Noton*, (1893) 1 Ch. 259, *seq.*

line 46, after *Re Tyrone Election Petition*, L. R. 7 C. L. 242, add: *Welby v. Still*, 66 L. T. N.S. 523.

before line 4 from foot, add: A Plt was committed for endeavouring to intimidate a witness, and to deter the Deft from calling a witness: *Bromilow v. Phillips*, 40 W. R. 220; but the Court declined to order payment of costs as between solr and client: *Ib.*

PAGE

- 407, line 4 from foot of page, *add*: It is not, of course, that the contemnor in such a case should be ordered to pay costs as between solr and client: *Bromilow v. Phillips*, 40 W. R. 220; *Welby v. Still*, *sup*.
- 408, line 2 from foot, *after* 12 Q. B. Div. 44, *add*: *Hobern v. Fowler*, 62 L. J. Q. B. 49.

CHAP. XXVIII.—Orders restraining, charging, and attaching Funds and Securities.

- 421, line 3 from foot, *after* O. XLII. 33a (June, 1891), *add*: and that the Court cannot part with such documents, and will not allow copies to be taken, see *Re A Solr, Exp. Incorp. Law Soc.*, 65 L. T. N.S. 584.
- 427, *after* line 46, *add*: An order enforcing payment of costs in lunacy by directing a transfer of consols is not a charging order within O. XLVI. r. 1: *Re Cathcart*, (1893) 1 Ch. C. A. 466.
- 429, *after* line 14, *add*: And qualification shares of a director, of which other persons are beneficial owners, though held by him "in his own right" within s. 14, cannot be charged: *Howard v. Sadler*, (1893) 1 Q. B. 1; *Cooper v. Griffin*, (1892) 1 Q. B. (O. A.) 740; *Pulbrook v. Richmond Cons. Mining Co.*, 9 Ch. D. 610.
- line 2 from foot, *add*: Transfer of consols was ordered, though not claimed or provided for by the order *nisi*: *Ricketts v. R.*, W. N. (91) 29.
- 432, line 44, *after* (1891) Q. B. (C. A.) 216, *add*: *S. C., nom. Vinall v. De Pass*, (1892) A. C. 90.
- 433, line 2, *after Booth v. Trail*, 12 Q. B. D. 8, 10, *add*: and money paid by a debtor to an agent for the benefit of his creditors, the debtor having taken no step to revoke the trust, cannot be attached: *Roberts v. Jones*, 61 L. J. Q. B. 523; 66 L. T. N.S. 617; 40 W. R. 573.
- line 15, *after* "debt of A. alone," *insert*: *O'Donovan v. Goggin*, 30 L. R. Ir. 579.
- before* line 2 from foot, *after Re Queensland Mercantile Co.*, (1891) 1 Ch. 536, *add*: and as to the effect of such arrestment against the property of a company which is afterwards wound up, see *Re W. Cumberland Iron and Steel Co.*, (1893) 1 Ch. 713.
- 434, line 16, *after Rogers v. Whiteley*, 23 Q. B. D. 236, *add*: *S. C.*, (1892) A. C. 118; *q. v.* also as to the powers of the Court to restrict the operation of the order to an amount sufficient to satisfy the judgment debt.
- 435, line 37, *after Leese v. Martin*, 17 Eq. 224, *add*: and an order made by mutual mistake of judgment creditor and garnishee was set aside: *Moore v. Peachey*, 66 L. T. N.S. 198.

CHAP. XXIX.—Interpleader.

- 439, *after* line 33, *add*: The sub-section is retrospective, and applies to a debt assigned before the Act was passed: *Dibb v. Walker*, (1893) 2 Ch. 429.
- line 37, *after Burlinson v. Hall*, 12 Q. B. D. 347, *add*: and so a mortgage of debts in ordinary form with proviso for redemption: *Tancred v. Delagoa Bay Co.*, 23 Q. B. D. 239; disapproving *Nat. Prov. Bk. v. Harle*, *sup*.
- 441, *after* line 12 from foot, *add*: Collusion within clause (b) of the rule does not imply moral delinquency, but extends to a case where the stakeholder identifies himself in interest with one of the parties: *Murietta v. South American Co.*, 62 L. J. Q. B. 396.

PAGE

- 443, line 17 from foot, delete "Thus," and substitute: "The rules do not give a right of appeal where there was none under the Act of 1870, and"—line 16 from foot, before "judgments" insert "summary"; in next line, after "sect. 17" insert "whether made under rule 8 or rule 9"; and line 13 from foot, after *Bryant v. Reading*, 17 Q. B. Div. 128, add: *Re Tarn*, (1893) 2 Ch. 284.

CHAP. XXXI.—Injunctions.

- 452, after Form 3, add the following note: This form only applies in cases where, as apparently in this, the Plts apply in person. In vacation, the Judge granting an injunction is considered as sitting in Court, where counsel or parties in person only can be heard.

- 455, line 40, after *H. M. War Secretary v. Chubb*, 43 L. T. N.S. 83, add: but the undertaking ought not to be inserted in an interim injunction restraining the Plt in a patent action from publishing threats before judgment: *Fenner v. Wilson*, (1893) 2 Ch. 656.

after line 43, add: As to the amount of damages, see *Mansell v. British Linen Bank*, (1892) 3 Ch. 159, where, the injunction being to restrain sale of shares, and a summons for sale by the mortgagee of them having been successfully opposed by the Plt and the Deft mortgagor, the damages were held to be the difference between the price when the injunction was granted and the price when the summons for sale was issued.

- 456, line 2, add: Where a corporation or local board are Plts, their undertaking is sufficient: *E. Molesey L. B. v. Lambeth Waterworks Co.*, (1892) 3 Ch. 289.

line 7, after *Holden v. Waterlow*, 15 W. R. 139, delete rest of paragraph, and substitute: and the sole undertaking of a married woman suing as a *feme sole* is sufficient: *Re Prynnes*, 53 L. T. N.S. 465; *Pike v. Cave*, W. N. (93) 91; 68 L. T. N.S. 650.

- 457, line 2 from foot, after *N. L. Ry. Co. v. G. N. Ry. Co.*, 11 Q. B. Div. 30, add: and see *Holmes v. Millage*, (1893) 1 Q. B. (C. A.) 551.

line 55, after *Bonnard v. Perryman*, (1891) 2 Ch. 269, add: *Collard v. Marshall*, (1892) 1 Ch. 571.

- 458, line 2, after *London and Blackwall Ry. Co. v. Cross*, 31 Ch. Div. 354, add: and see *Jackson v. Barry Ry. Co.*, (1893) 1 Ch. 238.

line 7, after *Salomons v. Knight*, (1891) 2 Ch. (C. A.) 294, add: and see *Plumbly v. Perryman*, W. N. (91) 64.

after line 7, add: An interlocutory injunction restraining the publication of placards and circulars containing statements injurious to trade was granted where the Court was satisfied upon the evidence that the statements were false: *Collard v. Marshall*, (1892) 1 Ch. 571.

- 459, line 15 from foot, after *Mogul Steamship Co. v. McGregor*, 15 Q. B. D. 476, add: (1892) A. C. 25.

- 460, line 17, after *Mogul Steamship Co. v. McGregor*, 15 Q. B. D. 476, add: (1892) A. C. 25; and see *Temperton v. Russell*, (1893) 1 Q. B. (C. A.) 75.

- 461, line 34, after *Lawrence v. Horton*, 38 W. R. 555; 59 L. J. Ch. 440, add: *Shiel v. Godfrey*, W. N. (93) 115.

- 467, line 12, after *Whitwood Chemical Co. v. Hardman*, add: (1891) 2 Ch. (C. A.) 416; *Star Newspaper Co. v. O'Connor*, W. N. (93) 114, 122; and see *Ryan v. Mutual Westminster Chambers Assoc.*, (1893) 1 Ch. (C. A.) 116.

PAGE

467, line 36, after *Montague v. Flockton*, 16 Eq. 189, add: but see *Whitwood Chemical Co. v. Hardman*, *sup.*, where *Montague v. Flockton* was disapproved of, and it was held that, in order that an injunction in aid of a contract of service may be granted, there must be an express negative purpose: and see *Star Newspaper Co. v. O'Connor*, *sup.*

468, line 12, after *Davies v. Lowen*, W. N. (91) 86, add: 64 L. T. N.S. 655; *Badische Anilin, &c. v. Schott*, (1892) 3 Ch. 447; *Curren v. O'Connor*, 32 L. R. Ir. 330.

line 19, after *Pollock*, Contr. 337, add: and for an epitomized statement of the law as to reasonableness, see *Badische Anilin, &c. v. Schott*, *sup.*

after line 26, add: A covenant in restraint of a man's trade may be upheld as good in law, if necessary for the advantageous transfer of the goodwill of a business which he is selling, and the adequate protection of those who buy it: *Maxim Nordenfelt Guns, &c. Co. v. Nordenfelt*, (1893) 1 Ch. (C. A.) 630; *q. v.* for a summary of the law by Bowen, L.J., and as to the distinction between restraints in point of area, and in point of time.

line 26, after *Mitchel v. Reynolds*, add: and as to the invalidity of a covenant not to exercise any business without the late employer's consent, such consent not to be withheld if it can be proved to his satisfaction that the business is not in the class of goods sold by him, see *Perls v. Saulfeld*, (1892) 2 Ch. (C. A.) 149.

line 30, after *Davies v. Lowen*, 64 L. T. N.S. 655, add: *Rogers v. Maddocks*, (1892) 3 Ch. (C. A.) 346 (as regards trade).

after line 41, add: But a covenant not to keep a coffee house was held to be broken by the setting up of a light refreshment business, ancillary to that of a grocer: *Fitz v. Iles*, (1893) 1 Ch. (C. A.) 77.

after line 41, add: A covenant not to carry on, "either directly or indirectly, on his own account or as agent or assistant of, or in partnership with any other person or persons, or be interested or concerned in a business within two miles," was not broken by the covenantor acting as agent outside the prohibited distance for a firm carrying on business within that distance: *Fairbrother v. England*, 40 W. R. 220.

before line 3 from foot, add: As to the liability of a quondam infant to be restrained by injunction from breach of a contract of service, see *Evans v. Ware*, (1893) 3 Ch. 502; *De Francesco v. Barnum*, 43 Ch. D. 165; *Fellows v. Wood*, 59 L. T. N.S. 513; *et inf.* Chap. XXXVIII., p. 836.

469, line 36, after "against purchasers," add: (or occupiers: *Mander v. Falcke*, (1891) 2 Ch. (C. A.) 554).

470, line 18, after *Nottingham, &c. Co. v. Butler*, 16 Q. B. Div. 778, add: *Tyndall v. Castle*, W. N. (93) 40; 62 L. J. Ch. 555.

after line 23, add: It is a question of fact whether or not the restriction is only for the benefit of the vendor; and if it is not, the vendor will not be allowed to use any of the land retained by him for a purpose inconsistent with the general law by which he has purported to bind the whole: *Birmingham and Dist. Land Co. v. Allday*, (1893) 1 Ch. 342; and the fact that the vendor retains a part is only a circumstance, though an important one, evidencing intention on his part: *S. C.*

after line 26, add: Where the covenant was against building without the consent of D. (the owner of the building estate), his heirs, or assigns, it was held by Romer, J., that the consent required was that of the owner of the estate in its popular and broad sense, and not of all the assigns subsequently acquiring title to other lots: *Everett v. Remington*, (1892) 3 Ch. 148. Upon the question what evidence is sufficient to entitle a purchaser to assume the existence of a general building scheme, see *Tucker v. Vowles*, (1893) 1 Ch. 195.



PAGE

470, line 45, after *Buckle v. Fredericks, &c.*, add: *Fitz v. Hes*, (1893) 1 Ch. (C. A.) 77 ("coffee house").

479, line 2, after *Ford v. Tynte*, 2 D. J. & S. 127, add: *Bedoyere v. Nugent*, 25 L. R. Ir. 143.

lines 15 & 20, after *Dunn v. Bryan*, add: *Bedoyere v. Nugent, sup.*

480, after line 9, add: The owner of a rent-charge is not in the position of a mortgagee for the purpose of an injunction against waste: *Sandeman v. Rushton*, 61 L. J. Ch. 136; 66 L. T. N.S. 180.

481, line 6, delete paragraph beginning "see also observations," and substitute: And that to obtain an injunction against waste it must be shown that the Deft is doing that which is prejudicial to the inheritance, and that the erection of buildings upon land which improve the value, or the conversion of a farm into a market garden by erection of glass houses, &c. is not waste, see *Meux v. Cobley*, (1892) 2 Ch. 253; *Jones v. Chappell*, 20 Eq. 540, 541; and see *Doherty v. Allman*, 3 App. Cas. 709; *Grand Canal Co. v. M'Namee*, 29 L. R. Ir. 131; and *semble*, the Agricultural Holdings Act, 1883, has abolished part of the old common law doctrine of waste, buildings which render land more profitable being "improvements" within the Act: *Meux v. Cobley, sup.*

line 46, after *Ford v. Tynte*, 2 D. J. & S. 133, add: and see *Bedoyere v. Nugent*, 25 L. R. Ir. 143.

482, line 28, after *Ernest v. Vivian*, 12 W. R. 295, add: *Phillips v. Homfray*, (1892) 1 Ch. (C. A.) 465.

486, at foot of page, add: As to the effect of sect. 29 of the Waterworks Clauses Act, 1847, prohibiting entry upon land for the purpose of laying water mains without the consent of the owner, and that the protection of the landowner is not taken away by the Public Health Act, 1875, sects. 4, 16, and 54, see *Hill v. Wallasey Local Board*, (1892) 3 Ch. 117; and as to the power of a local authority under the Act to lay down water-mains on land in an adjoining district, see *Jones v. Conway and Colwyn Water Board*, (1893) 2 Ch. (C. A.) 603; W. N. (93) 72, 95; 41 W. R. 616; 68 L. T. N.S. 744.

492, after line 43, insert: But more recently the expression "obstruct the access of light," as in *Myers v. Catterson*, Form 6, *sup.*, has been preferred.

493, line 6, after *Lawrence v. Horton, sup.*, add: *Shiel v. Godfrey*, W. N. (93) 115.

line 44, after *Truscott v. Merch. Taylors' School*, 11 Ex. 855, add: and see *Robson v. Edwards*, (1893) 2 Ch. 146.

494, line 10, after *Perry v. Eames, sup.*, add: nor are the lessees of the Crown, as there can be no easement by prescription for a limited time: *Wheaton v. Maple*, 41 W. R. 677.

after line 15, add: Where interruption takes place for the first time during the twentieth year, an injunction to protect the inchoate right will not be granted before that year has expired: *Bridewell Hospital v. Ward*, 62 L. J. Ch. 270; W. N. (92) 194.

before line 14 from foot, add: The principle of *Allen v. Taylor*, 16 Ch. D. 355, may apply as between devisees by will, as well as grantees by contemporaneous deeds: *Phillips v. Low*, (1892) 1 Ch. 47.

last line, after *Wilson v. Queen's Club*, delete W. N. (91) 133, and substitute: (1891) 3 Ch. 522.

PAGE

- 494**, at foot of page, *add*: The quantum of light to which the grantee is entitled is that which, having regard to all the circumstances of the grant, could be reasonably deemed to have been in the contemplation of the parties; *ex. gr.*, *primâ facie* where a house is granted for business purposes, so much light as is sufficient for ordinary purposes of business in the locality: *Corbett v. Jonas*, (1892) 3 Ch. 137.
- 495**, line 17, *after Scott v. Pape, sup.*, *add*: and evidence connecting together defined parts of the ancient and existing windows: *Pendarves v. Munro*, (1892) 1 Ch. 611.
- 497**, *after* line 5, *add*: For order declaring owners of clay entitled, as against a railway co., to work the clay from the surface, and restraining the co. from interfering with such working, see *Ruabon Brick, &c. Co. v. G. W. Ry. Co.*, (1893) 1 Ch. (C. A.) 427, 441.
- 502**, *after* line 45, *add*: s. 78 extends to the working of clay from the surface, and when the manner of working such clay in the district is by open working, the owner can enter on the land and remove ballast and surface soil: *Ruabon Brick Co. v. G. W. Ry. Co.*, (1893) 1 Ch. (C. A.) 427.
- line 11 from foot, *after Re Corporation of Dudley*, 8 Q. B. Div. 86, *add*: Where a special Act operated as a grant of a mere right to make and maintain a canal as a waterway, and not of the surface land, no right of support passed so as to prevent landowners from working their subjacent mines: *L. & N. W. Ry. Co. v. Evans*, (1892) 2 Ch. 432; and as to the materiality of a compensation clause, see *S. C.* at p. 448.
- 503**, *after* line 24, *add*: A reservation of full and free liberty to get minerals does not operate as an exception, but only as a grant of the right to work, and *primâ facie* not to the exclusion of, though without disturbance by, the owner of the land: *Duke of Sutherland v. Heathcote*, (1892) 1 Ch. (C. A.) 475.
- 504**, *after* line 37, *add*: As to the right to have compensation assessed by the Court where the statutory tribunal provided for assessing such compensation has become non-existent, see *Bentley v. M. S. & L. Ry. Co.*, (1891) 3 Ch. 222.
- 508**, line 22, *after Thomas v. Owen*, 20 Q. B. Div. 225, 231, *add*: *Baring v. Abingdon*, (1892) 2 Q. B. 374, 390.
- after* line 45, *add*: The devisee of a servient tenement under a will who by paying off a mortgage acquires from the mortgagee the property free from any easement, has a right so to hold it as against the devisee of the dominant tenement, who is equally a volunteer with himself: *Taws v. Knowles*, (1891) 2 Q. B. (C. A.) 564.
- after* line 50, *add*: The refusal of a mandatory injunction does not take away the right of the Plt as owner of a right of way to remove on notice an obstructing house: *Lane v. Cupsey*, (1891) 3 Ch. 411.
- 509**, line 38, *add*: User of a highway for a purpose other than that of a highway may constitute a trespass as against the owner of the soil: *Harrison v. Duke of Rutland*, (1893) 1 Q. B. (C. A.) 142; citing *Reg. v. Pratt*, 4 E. & B. 860.
- 510**, line 2, *after Pugh v. Golden Valley Ry. Co.*, 15 Ch. Div. 330, *add*: *Morris v. Tottenham and Forest Gate Ry.*, (1892) 2 Ch. 47.
- 514**, line 7, *after Ballard v. Tomlinson*, 29 Ch. Div. 115, *add*: *National Telephone Co. v. Baker*, (1893) 2 Ch. 186, where the principle was applied in the case of an electric current discharged into the earth beyond the control of the person so discharging it.

1

2

PAGE

- 517, line 8 from foot, *add*: A custom for the lord with consent of the homage to make copyhold grants of the waste, although sufficiency of common be not left, may be good, and binding on a former copyholder, who, having enfranchised, can no longer attend the manor court: *Ramsey v. Craddas*, (1893) 1 Q. B. 228.
- 518, *after* line 4, *add*: On the release by enfranchisement of seigniorial rights in ancient arable land of customary freehold tenure, there is not, as in the case of copyholds, an extinguishment of rights of common, which anciently was a thing necessary and incident to the feoffment of such land: *Baring v. Abingdon*, (1892) 2 Ch. 374; *Broome v. Wenham*, 68 L. T. N.S. 651.
- after* line 31, *add*: Where a statute vested land in the lord in trust for occupiers, though the trust was charitable, the lord was held not to be deprived of the ownership of the soil: *A. G. v. Meyrick*, (1893) A. C. 1.
- 526, *after* line 13, *add*: A small-pox hospital is not an "other noxious or offensive business" within sect. 112 of the Public Health Act, 1875, and under sect. 131 a local authority may establish such a hospital outside their district without the consent, under sect. 285, of the local authority of the district in which it is to be erected: *Withington District Local Board v. Manchester Corporation*, (1893) 2 Ch. (C. A.) 19.
- line 29, *after* *Sturges v. Bridgeman*, 11 Ch. Div., for "252," read "852."
- after* line 34, *add*: *Musical Instruments*.—*Christie v. Davey*, (1893) 1 Ch. 316 (*semble*, constant playing in dwelling-house not a nuisance; *secus*, if done to annoy neighbour).
- line 45, *add*: *Bellamy v. Wells*, 63 L. T. N.S. 635 (club causing noise at night); *Barber v. Penley*, (1893) 2 Ch. 447 (performance causing crowd to collect in street).
- line 5 from foot, *delete*: *Swaine v. Great Northern Ry. Co.*, 4 D. J. & S. 211, and substitute *Williams v. E. of Jersey*, Cr. & Ph. 91.
- 527, line 14, *after* *Fletcher v. Bealey*, 28 Ch. D. 688, *add*: *A. G. v. Manchester Corporation*, (1893) 2 Ch. 87, where the principles on which the Court proceeds in granting or refusing injunctions *quia timet* against nuisance are discussed.
- line 23, *after* *Harrison v. Southwark and Vauxhall Water Co.*, (1891) 2 Ch. 409, *add*: *National Telephone Co. v. Baker*, (1893) 2 Ch. 186, where a tramway co., using electrical traction under a provisional order of the Board of Trade, were held to be protected from liability for electrical disturbance caused thereby in the wires of a telephone co.
- line 26, *after* *Vernon v. Vestry of St. James*, 16 Ch. Div. 449, *add*: and a tramway co. having power to construct "works and conveniences," were liable for nuisance caused by stables erected by them: *Rapier v. London Tramways Co.*, (1893) 2 Ch. (C. A.) 588.
- 528, *after* line 15, *add*: where the nuisance had been abated before the hearing the Court refused an injunction, but gave the Plt costs: *Barber v. Penley*, (1893) 2 Ch. 447.
- 529, line 4, *after* *Charles v. Finchley Local Board*, 23 Ch. D. 767, *add*: 8 May, 1883, A. 716.
- 530, *after* line 17, *add*: For judgment dismissing without costs action against vestry for pollution of watercourse by sewage, on the Defts by their counsel undertaking not to sanction the connection of any further houses with any drains running into either of the watercourses in the pleadings mentioned, see *A. G. v. St. James, Clerkenwell*, North, J., 21 July, 1891, A. 1077; (1891) 3 Ch. 527.

1

2

PAGE

532, line 10, after 63 L. T. N.S. 670, add : *A. G. v. Clerkenwell Vestry*, (1891) 3 Ch. 527.

line 14, after *A. G. v. Acton Local Board*, 22 Ch. D. 221, add : *A. G. v. Clerkenwell Vestry*, *sup.*

line 47, after *A. G. v. Kingston-on-Thames Corporation*, 13 W. R. 888, add : *A. G. v. Manchester Corporation*, (1893) 2 Ch. 87.

line 50, after *A. G. v. Acton Local Board*, *sup.*, add : and where there is apprehension of such injury in future, although no injunction is granted, an undertaking may be required from the public authority against sanctioning future drainage : *A. G. v. Clerkenwell Vestry*, *sup.*

539, before Form 9 insert following form :

8A. *Injunction against use of Trade Name and Infringement of Trade Marks.*

UPON the appeal &c., Let the said order dated &c. be affirmed ; and the Plt and the Deft by their counsel consenting that the hearing of this motion shall be treated as the trial of this action, Let the Deft M., his agents and servants, be perpetually restrained from carrying on the business of a brewer at Stone, under the title "Stone Brewery," or "M.'s Stone Brewery," or under any other title, so as to represent that the Deft's brewery is the brewery of the Plts, and from selling or causing to be sold any ale or beer not of the Plt's manufacture, under the term "Stone Ales," or "Stone Ale," or in any way so as to induce the belief that such ale or beer is of the Plt's manufacture, and from infringing the Plt's registered trade marks, or any of them.—Deft to pay the costs of action and of appeal.—*Thompson v. Montgomery*, C. A., 21 Feb. 1889, B. 354 ; *S. C.*, 41 Ch. D. 35 ; *affd.* Dom. Proc. (1891) A. C. 217.

540, before Form 10 insert following form :

9A. *Defendants restrained from carrying on Business without clearly distinguishing it from Business of Plaintiff having same Surname.*

LET the Defts G. S. W. & Co., Limtd, their servants and agents, be perpetually restrained from carrying on their business of G. S. W. & Co., Limtd, without clearly distinguishing such business from the business of the Plt, and from publishing advertisements or issuing circulars in the name of G. S. W. & Co., Limtd, without clearly distinguishing therein their business from the business of the Plt, and from otherwise representing in any way that their business is the business or a branch of the business of the Plt. Defts to pay Plt's costs.—*Wolmershausen v. Wolmershausen & Co., Limited*, Chitty, J., May 13th, 1892, B. 614 ; W. N. (1892) 87.

542, line 5, add : *Hargreave v. Freeman*, (1891) 3 Ch. 39.

line 28, after 18 W. R. 33, add : *Wilkinson v. Griffith*, 8 Rep. Pat. Cas. 370.

543, line 21, after *Welch v. Knott*, 4 K. & J. 747, add : *Reddaway v. Bentham Hemp Spinning Co.*, 9 Rep. Pat. Cas. 503.

after line 40, add : as to the assignability of a trade mark, and that an assignment in gross is bad, see *Pinto v. Badman*, 8 Rep. Pat. Cas. 181.



PAGE

545, after line 16, add: But a retail dealer innocently purchasing and selling a small quantity of counterfeit goods will not necessarily be ordered to pay the costs of an action for infringement: *American Tobacco Co. v. Guest*, (1892) 1 Ch. 630.

after line 20, add: By the Patents, &c. Act, 1863, s. 77 (a) (Patents, &c. Act, 1888, s. 18), in an action for infringement of a registered trade mark the Court or a Judge may certify that the right to the exclusive use of the trade mark came in question, and if the Court or a Judge so certifies, then in any subsequent action for infringement the Plt in that action, on obtaining a final order or judgment in his favour, shall have his full costs, charges, and expenses as between solr and client, unless the Court or Judge trying the subsequent action certifies that he ought not to have the same.

line 37, after *Burgess v. B.*, 3 D. M. & G. 896, add: *Rendle v. J. Edgcombe, Rendle & Co.*, 63 L. T. N.S. 94.

546, line 29, add: *Native Guano Co. v. Sewage Manure Co.*, 8 Rep. Pat. Cas. 125 ("native guano"); *Pirie v. Goodall*, (1892) 1 Ch. (C. A.) 35 ("Parchment Bank").

after line 46, add: As to the right at common law of a manufacturer to the use of a geographical term, see *Rugby Cement Co. v. Rugby & Newbold Cement Co.*, 8 Rep. Pat. Cas. 241; *S. C.*, 9 *Id.* 46.

line 7 from foot of page, after 50 L. J. Ch. 253, add: *Army & Navy Co-operative Soc., Lim. v. Army, Navy, & Civil Service Soc. of India, Lim.*, 8 Rep. Pat. Cas. 426 (erasure of name stamped on corks ordered).

550, after line 32, add: A patent for mere use of a known contrivance without additional ingenuity is bad; *secus*, if the new use involves a practical difficulty which the patentee has been the first to see and overcome by some ingenuity of his own: *Gadd v. Mayor of Manchester*, 9 Rep. Pat. Cas. 516, 524; and see *Tweeddale v. Ashworth*, 9 Rep. Pat. Cas. 121; *Williams v. Nye*, 7 Rep. Pat. Cas. 62; *Harwood v. G. N. Ry. Co.*, 11 H. L. C. 654.

And to entitle a patentee to maintain his patent, he must make some addition, not only to knowledge, but to previously-known invention. An invention is not the same thing as a discovery, and the mere discovery that a known machine can produce certain results is not a patentable invention: *Lane-Fox v. Kensington, &c. Electric Light Co.*, (1892) 3 Ch. (C. A.) 424; and see *Nettlefolds v. Reynolds*, 9 Rep. Pat. Cas. 270; *Wilson v. Union Oil Mills Co.*, *Id.* 57.

after line 35, add: And for cases of patents held bad for want of utility or invention, see *Winby v. Manchester Steam Tram Co.*, 8 Rep. Pat. Cas. 61; *Tucker v. Kaye*, *Id.* 58; *Nuttall v. Hargreaves*, *Id.* 273; *Embossed Metal Plate Co. v. Saupe & Busche*, *Id.* 355.

551, line 26, after *Sheehan v. G. E. Ry. Co.*, 16 Ch. D. 59, add: and a mortgagor without making the mortgagees parties: *Van Gelder v. Sowerby Bridge Co.*, 44 Ch. Div. 374.

after line 30, add: The general rule that a co-owner of a patent is entitled to work it for his own benefit, applies where the co-owner of one moiety is mortgagee of the other moiety: *Steers v. Rogers*, (1892) 2 Ch. (C. A.) 13; (1893) A. C. 232.

after line 33, add: The maker of a machine alleged to be an infringement of a patent has no right to be added as Deft to an action against the purchaser: *Moser v. Marsden*, (1892) 1 Ch. (C. A.) 487.

552, line 6, after 2 Ch. D. 720, add: or the invention had been published in foreign periodicals sold in the United Kingdom before the date of the patent: *Pickard v. Prescott*, (1892) A. C. 263.

PAGE

552, after line 13, add: And the sufficiency or insufficiency of a specification is not a crucial test of whether there is publication of an invention by it: *King, Brown & Co. v. Anglo-American Brush Co.*, 9 Rep. Pat. Cas. 313.

line 19, after *Harrison v. Anderston Foundry Co.*, 1 App. Ca. 574; add: *Boyd v. Horrocks*, 9 Rep. Pat. Cas. 77.

after *Otto v. Linford*, 46 L. T. N.S. 35, add: *Wenham Gas Co. v. Champion Gas Lamp Co.*, 8 Rep. Pat. Cas. 313; 9 Rep. Pat. Cas. 49.

line 23, after *Sazby v. Gloucester Wagon Co.*, 7 Q. B. D. 305, add: and see *Longbottom v. Shaw*, 8 Rep. Pat. Cas. 333.

line 27, after *Dudgeon v. Thompson*, 3 App. Cas. 34, add: *Miller v. Clyde Bridge Co.*, 9 Rep. Pat. Cas. 470.

line 32, after *Proctor v. Bennis*, 36 Ch. Div. 740, add: and see *Miller v. Clyde Bridge Steel Co.*, 8 Rep. Pat. Cas. 198; *Automatic Weighing Co. v. Nat. Exhibition Assoc.*, 8 Rep. Pat. Cas. 345; 9 *Ib.* 41.

line 38, after *Wegmann v. Corcoran*, 13 Ch. Div. 65, add: *Lane-Fox v. Kensington, &c. Electric Light Co.*, (1892) 3 Ch. (C. A.) 424; *King, Brown & Co. v. Anglo-American Brush Corporation*, 9 Rep. Pat. Cas. 313 (H. L.).

line 44, after *Bailey v. Robertson*, 3 App. Cas. 1013, add: *Gadd v. Mayor of Manchester*, 9 Rep. Pat. Cas. 526.

line 1 from foot, after *Woodward v. Sansum*, add: *Lane-Fox v. Kensington, &c. Electric Light Co.*, *sup.*

553, line 24, add: The words "or otherwise" are not to be construed as *ejusdem generis* with circulars and advertisements: *Skinner v. Shew*, (1893) 1 Ch. (C. A.) 413.

line 27, after *Challender v. Royle*, 36 Ch. Div. 425, add: *Ungar v. Sugg*, 8 Rep. Pat. Cas. 385; 9 *Ib.* 113; and as to the meaning of the expression general warning, see *Johnson v. Edge*, (1892) 2 Ch. (C. A.) 1, 9, 13.

line 30, after *Combined Weighing, &c. Co. v. Automatic Weighing, &c. Co.*, 42 Ch. D. 665, add: whether addressed to the infringer himself, or to a third person, and though written in answer to inquiries; *Skinner v. Perry*, 9 Rep. Pat. Cas. 406; 10 *Ib.* 1; *Skinner v. Shew*, (1893) 1 Ch. (C. A.) 413.

line 31, after *Day v. Foster*, 7 Rep. Pat. Cas. 54, add: or a printed notice to the effect that the patentee's rights were being infringed, and that all parties were warned not to infringe: *Johnson v. Edge*, (1892) 2 Ch. (C. A.) 1.

after line 40, add: The fact that the defendant acted *bonâ fide*, or on a privileged occasion, is no defence: *Skinner v. Shew*, *sup.*

line 4 from foot, after *Challender v. Royle* (*sup.*), add: and see *Johnson v. Edge*, (1892) 2 Ch. (C. A.) 1, 6.

554, line 12, after *Colley v. Hart*, 44 Ch. D. 179, add: *Johnson v. Edge*, (1892) 2 Ch. (C. A.) 1.

after line 21, add: As to evidence sufficient to justify committal for breach of order restraining issue of threats, see *Dick v. Haslam*, 8 Rep. Pat. Cas. 196.

PAGE

558, after Form 17, bring in the following form :

17A. Another Form.

UPON the application &c., Let the Defts, within seven days after service of this order, deliver to the Plts further and better particulars in writing of paragraph 5 of the Deft's particulars of objections, showing how and in what respects the specification filed in pursuance of the letters patent does not sufficiently describe and ascertain the nature of the alleged invention, and in what manner the same is to be performed, by reference, when necessary, to the subject-matter of the said specification.—*Crompton v. Anglo-American, &c. Electric Co.*, Kay, J., 14 Jan. 1887, A. 27 ; S. C., 35 Ch. D. 283.

560, line 2, after *Batley v. Kynoch*, 19 Eq. 229, add: *Consella v. Levinstein*, 8 Rep. Pat. Cas. 473.

line 45, after *Morris Wilson & Co. v. Coventry Machinists Co.*, delete: W. N. (91) 112, and substitute: (1891) 3 Ch. 418; but the Court has an absolute and unfettered discretion in the matter: *Woolley v. Broad*, 9 Rep. Pat. Cas. 429.

561, line 5, after 3 Rep. Pat. Cas. 247, add: *Sidebottom v. Fielden*, 8 Rep. Pat. Cas. 266; *Siemen v. Karo*, *Ib.* 376; *Nettlefold v. Reynolds*, *Ib.* 410; 65 L. T. N.S. 699.

563, line 2, after 37 W. R. 501, add: *Sidebottom v. Fielden*, 8 Rep. Pat. Cas. 266.

line 5, after 3 K. & J. 388, add: *Wenham Co. v. Champion Gas Lamp Co.*, 63 L. T. N.S. 827; 8 Rep. Pat. Cas. 22; 9 Rep. Pat. Cas. 49; or prematurely, or involving inquiry into evidence: *Delta Metal Co. v. Maxim Nordenfelt Co.*, 8 Rep. Pat. Cas. 169.

568, line 21, after *Watson v. Holliday*, 30 W. R. 747, add: *Siddell v. Vickers*, 9 Rep. Pat. Cas. 153, 161 (*q.v.* as to the difficulty of working out an account of profits).

569, line 30, after 34 Beav. 170, add: and there is no distinction between joint grantees and joint owners who are assignees: *Steers v. Rogers*, (1892) 2 Ch. (C. A.) 13; (1893) A. C. 232.

after line 43, add: As to the right of a licensee to repudiate his licence, see *Ridges v. Mulliner*, 10 Rep. Pat. Cas. 1, following *Crossley v. Dixon*, 10 H. L. C. 293.

571, line 2, after 62 L. T. N.S. 392, add: *Binnington v. Hill*, 8 Rep. Pat. Cas. 326; and similarly where infringement was not found, but validity of patent was: *Tweedale v. Ashworth*, 8 Rep. Pat. Cas. 49.

line 4, after *Ellington v. Clark*, 58 L. T. N.S. 40, 818, add: *Wenham Gas Co. v. Champion Gas Lamp Co.*, 8 Rep. Pat. Cas. 313.

578, line 32, after *Henderson v. Maxwell*, 4 Ch. D. 163, add: *Bradbury v. Sharp*, W. N. (91) 143 (where a perpetual injunction was granted).

579, after line 5, add: The terms necessary under sect. 18 of 5 & 6 V. c. 45, for the vesting of copyright need not be in writing, but from the fact of employment and payment it may be inferred that the copyright was to belong to the employer: *Lamb v. Evans*, (1893) 1 Ch. (C. A.) 225, 227; *Sweet v. Benning*, 16 C. B. 484.

PAGE

579, after line 31, add: And that proprietors of a trade-mark have an interest in advertising it, which may be "subsisting and valuable" within the meaning of, and protected by, the proviso, see *Schauer v. Field*, (1893) 1 Ch. 35.

The Act of 1886 cannot be construed so as to revive or create anew a right which had expired before the passing of the Act, or so as to confer a new right on the former owner of an expired right, without any fresh act done by him: *Lauri v. Renad*, (1892) 3 Ch. 402. Sect. 6 of the Act is retrospective, and applies to works produced before Dec. 6th, 1887, when the Order in Council of Nov. 28th, 1887, came into operation, and before or after the passing of the Act: *Hanfstaegnl Art Co. v. Holloway*, (1893) 2 Q. B. 1.

after line 38, add: but in order to obtain protection, the translation need not be absolutely literal; it is sufficient if it is substantially a translation: *Lauri v. Renad*, *sup.*

after line 40, add: The owner of English copyright in a foreign painting can sue for infringement without registering under the Fine Arts Copyright Act, 1862 (25 & 26 V. c. 68): *Hanfstaegnl Art Publishing Co. v. Holloway*, (1893) 2 Q. B. 1, dissenting from *Fishburn v. Hollingshead*, (1891) 2 Ch. 371.

line 43, after *Powell v. Head*, 12 Ch. D. 686, add: and although the registered owners of a copyright take as tenants in common, yet any one or more may sue a stranger for infringement of the entire copyright: *Lauri v. Renad*, *sup.*

line 8 from foot, after *Cobbett v. Woodward*, 14 Eq. 407, add: and that there may be copyright generally in a mass of advertisements as arranged, though not in any single advertisement as against the advertiser, see *Lamb v. Evans*, (1893) 1 Ch. (C. A.) 218.

580, after line 5, add: Chart or plan. See *Hollinrake v. Truswell*, (1893) 2 Ch. 377.

line 21, after *Re Bach's Design*, 42 Ch. D. 662, add: *Hethersoll v. Moore*, 9 Rep. Pat. Cas. 27; *Saunders v. Wiel*, (1893) 1 Q. B. (C. A.) 471.

after line 24, add: But the novelty may consist in the application to an article of manufacture of a design *publici juris*, e. g., a view of Westminster Abbey in metal for handles of spoons and forks: *Saunders v. Wiel*, (1893) 1 Q. B. (C. A.) 471.

line 33, after *Adams v. Clementson*, 12 Ch. D. 714, add: but see *Saunders v. Wiel*, (1893) 1 Q. B. (C. A.), 471, 474, 476.

after line 36, add: By sect. 59 of the Act of 1883, the right of action for infringement is in the registered proprietor only, and a licensee cannot sue: *Woolley v. Broad*, (1892) 1 Q. B. 806.

line 36, after *Hecla Foundry v. Walker*, 14 App. Cas. 550, add: *Moody v. Tree*, 9 Rep. Pat. Cas. 233.

after line 41, add: In a trades directory the headings are the subject of copyright, though the letterpress consist only of advertisements: *Lamb v. Evans*, (1892) 3 Ch. 462.

581, after line 8, add: In an action for infringement of copyright in a picture production of an engraving which was an exact copy of the original picture was admitted as evidence to prove the infringement: *Lucas v. Williams*, (1892) 2 Q. B. (C. A.) 113.

line 15, after *Saunders v. Smith*, 3 My. & Cr. 729, add: *Lamb v. Evans*, (1893) 1 Ch. (C. A.) 218.

after line 45, add: A cardboard pattern of the sleeve of a lady's dress was held to be a "chart or plan" within 5 & 6 V. c. 45, s. 2: *Hollinrake v. Truswell*, (1893) 2 Ch. 377.



PAGE

582, after line 17, add: The form of expression in which news is conveyed is subject of copyright. A practice of newspapers to copy from other newspapers is no defence to an action for infringement of copyright: *Walter v. Steinkopff*, (1892) 3 Ch. 489.

after line 28, add: *Sculpture*—Casts of fruit and leaves, being new and original, are a "subject being matter of invention in sculpture" within the meaning of 54 Geo. 3, c. 56, and entitled thereunder to protection: *Caproni v. Alberti*, 40 W. R. 235.

line 31, after *Hildesheimer v. Dunn*, W. N. (91) 66, add: 64 L. T. N.S. 452.

585, line 26, after *Evitt v. Price*, 1 Sim. 483, add: *Lamb v. Evans*, (1893) 1 Ch. 218.

line 27, after 23 Beav. 388, add: or the communication of information compiled by an apprentice during his term of service with a firm of engine makers: *Merryweather v. Moore*, (1892) 2 Ch. 518; *secus*, where no confidential relation exists, as in the case of foreign correspondents of an English telegraph co., and no contract can be implied: *Reuter's Tel. Co. v. Byron*, 43 L. J. Ch. 661, 663; but see *Lamb v. Evans*, (1893) 1 Ch. (C. A.) 226, 231.

line 34, after 9 Ha. 241, add: *Merryweather v. Moore*, (1892) 2 Ch. 518.

after line 34, add: and canvassers employed under contract to obtain advertisements for a directory were restrained from using for the purposes of another publication materials obtained by them as such canvassers: *Lamb v. Evans*, (1892) 3 Ch. 462 (where see form of interlocutory injunction); *S. C.*, (1893) 1 Ch. (C. A.) 218.

586, line 29, after *Bonnard v. Perryman*, W. N. (91) 75; 39 W. R. 506, add: (1891) 2 Ch. (C. A.) 269; *Collard v. Marshall*, (1892) 1 Ch. (C. A.) 571.

line 31, after *Bonnard v. Perryman*, *sup.*, add: *Plumbly v. Perryman*, W. N. (91) 64.

line 35, after 20 Ch. Div. 501, add: or the truth of the libel is the material issue: *Plumbly v. Perryman*, W. N. (91) 64.

line 42, after *Salomons v. Knight*, add: (1891) 2 Ch. (C. A.) 294.

592, line 14, after *Farrar v. Cooper*, 44 Ch. D. 323, add: *Wood v. Lillies*, 61 L. J. Ch. 158.

593, line 7, after *Johnson v. Helleley*, 34 Beav. 63, add: *Thynne v. Shove*, 45 Ch. D. 377.

after line 16, add: A partner was restrained from using the name of the firm in connection with another business, although such business was so far beyond the scope of that of the firm that he was not bound to account for the benefit obtained by him from his connection with it: *Aas v. Benham*, (1891) 2 Ch. (C. A.) 244.

line 27, after *Fisher v. Keane*, 11 Ch. D. 353, add: *Willis v. Wells*, (1892) 2 Q. B. 225.

602, line 1, after *Hedley v. Bates*, 13 Ch. D. 498, add: *Mann v. Edinburgh Tram. Co.*, 62 L. J. P. C. 74.

line 18, after *sup.*, Form 13, add: *London Assoc. of Shipowners v. London and India Docks*, (1892) 3 Ch. 242.

604, line 16, after L. R. 2 Q. B. 310, add: and see *Morris v. Tottenham, &c. Ry. Co.*, (1892) 2 Ch. 47.



.

.

.

—

PAGE

605, after line 9, add: Sect. 32 of the Railway Clauses Act does not enable the co. to take temporary possession of land for the purpose of forming a railroad; and mere saving of expense does not constitute a necessity for taking within the section: *Morris v. Tottenham, &c. Ry. Co.*, (1892) 2 Ch. 47.

line 28, after *Lee v. Neuchatel Asphalte Co.*, 41 Ch. Div. 1, add: *Bolton v. Natal Land Co.*, (1892) 2 Ch. 124.

line 33, after *Dent v. London Tram. Co.*, 16 Ch. D. 34, add: and as to ascertainment of "profits" and the proper mode of keeping the accounts of a trading co., see *Lubbock v. British Bk. of S. America*, (1892) 2 Ch. 198; *Bolton v. Natal Land Co.*, (1892) 2 Ch. 134.

line 49, after *Trevor v. Whitworth*, 12 App. Cas. 409, add: and see *In re Denver Hotel Co.*, (1893) 1 Ch. (C. A.) 495.

line 51, after *In re Almada and Tirito Co.*, 38 Ch. Div. 415, add: *Ooregum, &c. Co. v. Roper*, (1892) A. C. 125.

606, after line 5 from foot, add:—in payment of a lump sum to promoters (solor and engineer) for obtaining the Act of Parliament: *Mann v. Edinburgh Tram. Co.*, 62 L. J. P. C. 74.

607, line 18, after *Cullerne v. London and Suburban Bldg. Soc.*, 28 Q. B. Div. 485, add: *Warburton v. Huddersfield Industrial Soc.*, (1892) 1 Q. B. 213.

609, line 48, after reference to *L. & S. W. R. Co. v. Gomm*, 20 Ch. Div. 562, add: *Ray v. Walker*, (1892) 2 Q. B. 88 (that a covenant by purchaser for resale of part when required will not vitiate the sale of the rest).

610, line 15, for W. N. (91), read W. N. (89).

617, after line 35, add: An injunction against "negotiation" was held to be broken where the Deft, by indorsing the bill to a transferee by deposit, converted him into a "holder" within the Bills of Exchange Act, 1882, s. 1: *Day v. Longhurst*, 62 L. J. Ch. 334.

618, after line 35, add: For order (for purpose of giving effect to right of shareholder whose shares were subject to a lien to a co. to transfer under sect. 15 of the Conveyancing Act, 1881) restraining the co. until trial or further order from selling or transferring shares on the shareholder undertaking, on four days' notice by the co., to pay to them the sum due on their transferring their lien to his nominee, see *Everitt v. Automatic Weighing Machine Co.*, (1892) 3 Ch. 506, North, J., 11 Aug. 1892, A. 1328.

625, line 11, after 22 Ch. Div. 397, add: *Mercantile Inv. &c. Co. v. River Plate, &c. Co.*, (1892) 2 Ch. 303.

626, line 27, after *Rousillon v. R.*, 14 Ch. D. 351, add: and see *Ashbury v. Ellis*, (1893) A. C. 339, 344.

line 46, after *Re Hawthorne, Graham v. Massey*, 23 Ch. D. 743, add: and see *Companhia de Mocambique v. British S. Africa Co.*, (1892) 2 Q. B. (C. A.) 358; but now that local venue has been abolished, an action for trespass to foreign land will lie against a Deft within the jurisdiction: *S. C.*

629, line 27, after *Boyce v. Gill*, W. N. (91) 108, add: 64 L. T. N.S. 824.

633, line 48, after *L. Wellesley v. E. Mornington*, 11 Beav. 180, 181, add: *Smith-Barry v. Dawson*, 27 L. R. Ir. 558.

CHAP. XXXII.—Receivers.

PAGE

- 635**, at foot of page, as note to Form 2, *add*: In *Hunt v. Life Assoc. of Scotland*, Kekewich, J., 20 July, 1893, A. 1073, the Plt, in addition to being answerable for the receipts of the receiver, gave a charge for the same on money payable to the Plt under an indenture in the writ mentioned.
- 649**, line 26, *delete* this paragraph.
- 650**, line 31, *after Griffin v. Bishop's Castle Ry. Co.*, V.-C. W., 25 April, 1867, A. 972, *add*: W. N. (67) 131. Upon this case recently coming before the Court of Appeal, their lordships expressed the opinion that this order, not being made under the Act of 1867, went too far in conferring upon the receiver powers of management, unless, as was suggested was probably the case, it was in fact made with the consent of the existing directors of the co.
- 653**, line 9, *delete*: and *sup.* p. 534, and *substitute*: and *sup.* pp. 354, 356.
- 654**, *after* line 6, *add*: But there is no inflexible rule that a trustee can only be appointed receiver of the trust estate on the terms of his receiving no remuneration: *Re Bignell, B. v. Chapman*, (1892) 1 Ch. 59.
- 656**, *after* line 16, *add*: Money in the hands of a receiver is not in *custodia legis*, as it is in the hands of a sequestrator. The rights to it must be decided on a consideration of all the circumstances, and in particular the nature of the action and the object of the appointment of the receiver: *Re Hoare, H. v. Owen*, (1892) 3 Ch. 94.
- line 19, *after Fish. Mort.* 387, 388, *add*: and it is not the practice of the Court to refuse liberty to try a right claimed against its receiver unless it is perfectly clear that the claim is without foundation: *Lane v. Capsey*, (1891) 3 Ch. 411.
- 657**, line 47, *after Re West Lancashire Co.*, W. N. (90) 165, *add*: 63 L. T. N.S. 56.
- 659**, line 2, *after Re Mayer*, 3 P. & M. 39, *add*: followed in *In the goods of Moore*, (1892) P. 145.
- 660**, *after* line 46, *add*: As to the measure of the mortgagee's responsibility when a receiver is so appointed, and that the mortgagee is bound only to give credit for sums which reach his hands, see *Re Della Rosella's Estate*, 29 L. R. Ir. 414.
- 662**, *before* line 12 from foot of page, *add*: In *Collins v. Barker*, (1893) 1 Ch. 578, the solvent partner was held entitled, as against the trustees in the bankruptcy of his co-partners, to be appointed receiver and manager, but was required to give security, pass his accounts, furnish the trustees with proper accounts, allow them all reasonable access to the books, and pay the balances in his hands, as and when they reached a certain amount to be agreed upon, into Court or into a joint banking account of the trustees and himself.
- at foot of page, *add*: In general, where disputes arise between the trustee of a bankrupt partner and a solvent partner, the latter will be appointed receiver: *Collins v. Barker*, (1893) 1 Ch. 578, 584; *Lindley on Part.*, 5th ed. p. 670.
- 663**, line 34, *after Makins v. Ibotson & Sons*, (1891) 1 Ch. 133, *add*: *Edwards v. Standard Rolling Stock Syndicate*, (1893) 1 Ch. 574; *Bartlett v. West Metr. Trams. Co.*, W. N. (93) 139.
- line 37, *after McMahon v. North Kent Ironworks Co.*, (1891) 2 Ch. 148, *add*: though the debt has not matured and interest is not in arrear: *Edwards v. Standard Rolling Stock Syndicate*, *sup.*; *Wildy v. Mid Hunts Ry. Co.*, 16 W. R. 409; 18 L. T. N.S. 73.

PAGE

663, after line 46, add: As to the jurisdiction of the Court to authorize expenditure by the receiver and manager, prospectively or otherwise, (1) with a view to the sale of the property as a going concern and the carrying on of the business of the co. until sale; and (2) by way of salvage, to prevent imminent danger of loss of property, and as to the principles which ought to guide the Court in the exercise of such jurisdiction, see *Securities and Properties Investment Co. v. Brighton Alhambra, Lim.*, W. N. (93) 15; 62 L. J. Ch. 566.

664, line 18, after *Re Stubbs, sup.*, add: *Strong v. Carlyle Press*, (1893) 1 Ch. (C. A.) 268.

after line 21, add: After a winding-up, the power to make calls is vested exclusively in the liquidator, but the receiver, where the debentures extend to uncalled capital, may be empowered to take proceedings in the name of the liquidator for getting in calls: *Fowler v. Broad's Patent Night Light Co.*, (1893) 1 Ch. 724.

after line 24, add: For a case in which an order was made that the receiver of a co. in liquidation, on his undertaking to leave the books of the co. in the possession of the liquidator, and indemnifying him against costs, should take proceedings necessary for getting in calls, using for that purpose the liquidator's name, and, if necessary, the name of the co., see *Harrison v. St. Etienne Brewery Co.*, W. N. (93) 108; *q. v.*, also, that in general it is better that the liquidator should be the person to take proceedings.

665, line 3 from bottom of page, after *Noad v. Backhouse*, 2 Y. & C. C. 529, add: *Molony v. Cruise*, 30 L. R. Ir. 99.

667, line 54 (3 from foot), after *Blackman v. Fysh*, delete: 39 W. R. 520, and substitute: (1892) 3 Ch. (C. A.) 20.

line 8 from foot, after *Re Shepard, Atkins v. S.*, *sup.*, add: *Holmes v. Millage*, (1893) 1 Q. B. (C. A.) 551; *Re Hartley, Nuttall v. Whittaker*, 66 L. T. N.S. 588 (*q. v.* as to making application in chambers).

668, last line, after *Westhead v. Riley*, 25 Ch. D. 413, add: *ex. gr.*, a deposit receipt held in the joint names of the judgment debtor and another, even though the whole beneficial interest was in the former: *O'Donovan v. Goggin*, 30 L. R. Ir. 579.

669, line 5, after *Reg. v. Judge of Lincolnshire County Court*, 20 Q. B. D. 167, add: and there is no jurisdiction to declare a charge on reversionary personalty: *Flegg v. Prentis*, (1892) 2 Ch. 428; or the future earnings of the judgment debtor: *Holmes v. Millage*, (1893) 1 Q. B. (C. A.) 551.

after line 25, add: Judgment creditors having obtained equitable execution against property subject to a lien gained priority over a subsequent foreign liquidation which occurred before the lien was paid off: *Levasseur v. Mason and Barry*, (1891) 2 Q. B. (C. A.) 73.

line 28, after *Archer v. Archer*, W. N. (86) 66, add: In the case of a reversionary interest in personal estate, where a judgment creditor has obtained a receivership order, the Court has no jurisdiction to make a declaration of charge in his favour with a view to a sale: *Flegg v. Prentis*, (1892) 2 Ch. 428.

after line 41, add: An *ex parte* order for a receiver of a share of residuary estate devolving on a judgment debtor, though notice is given to the executor, does not confer a "mortgage charge or lien," so as to make the creditor a secured creditor within sects. 9 and 168 of the Bankruptcy Act, 1883: *Re Potts, Exp. Taylor*, (1893) 1 Q. B. 648.

The practice of granting an *ex parte* injunction restraining dealing with property over the return of a summons for a receiver has not been adopted in the Chancery Division.

1

2

3

4

PAGE

674, after Form 15, add :

16. *Liberty to pursue Remedies in respect of Right of Way notwithstanding Possession of Receiver.*

LET the applicants be at liberty, notwithstanding that the receiver is in receipt of the rents of the property, to pursue any remedies, or do any acts which they may lawfully pursue or do in respect of the rights of way to which the applicants claim to be entitled over the paths coloured &c., referred to in the said judgment, dated &c. (the applicants by their counsel undertaking not to do any more injury to the property than 40s. without further leave of the Court).—Reserve costs.—Liberty to apply.—*Lane v. Capsey*, Chitty, J., 5 Aug. 1891, B. 1083; (1891) 3 Ch. 411.

679, line 7, after *Harrison v. Boydell*, 6 Sim. 211, add : *Re Edwards*, 31 L. R. Ir. 242.

line 27, after *Re Bell's Estate*, 9 Eq. 172, 173, add : *Re H. A. Grey*, (1892) 2 Q. B. 440, 451; *Davies v. Cracroft*, 14 Ves. 143, 144.

686, line 3, after 3 Ha. 204, add : *Mercantile Inv. &c. Co. v. River Plate, &c. Co.*, (1892) 2 Ch. 303.

line 36, after 55 L. T. N.S. 592, add : 11 Nov. 1886, A. 3034.

CHAP. XXXIII.—Prohibition.

693, line 16 from foot, for Mayor's Court Extension Act, 1887, read : Mayor's Court Extension Act, 1857.

CHAP. XXXIV.—Transfer, Consolidation, and Removal.

706, last line, add : “—in the House of Lords : *Re Ooregum Gold Mining Co. of India*, *Roper v. Wallroth*, *Wallroth v. Roper*, (1892) A. C. 125.”

711, line 14, add : Where in an action so transferred the Plt recovers less than £20, the County Court has no power to allow him any costs : *White v. Cohen*, (1893) 1 Q. B. 580.

after line 35, add : Under clause 12 of the schedule to 35 & 36 V. c. 86 (applied to the Mayor's Court by Order in Council of June 26, 1873), a Deft cannot have his action removed merely because it is “fit to be tried in the Superior Court.” He must satisfy the Judge that it ought to be so tried, or is more fit to be so tried than in the inferior Court : *Banks v. Hollingsworth*, (1893) 1 Q. B. (C. A.) 442.

712, line 6, after *David v. Howe*, 27 Ch. Div. 333, add : but thenceforward the jurisdiction of the High Court is at an end : *Duke v. Davis*, (1893) 2 Q. B. 107; (1893) 2 Q. B. (C. A.) 360; *Harris v. Judge*, (1892) 2 Q. B. 565, 567, 568.

after line 29, add : The County Court has no jurisdiction to make a vesting order as to stock standing in the name of a lunatic : *Re Noyce*, (1892) 1 Q. B. 602.

after line 39, add : As to transfer of actions of tort to the County Court, see County Courts Act, 1888, s. 66. That section does not give power to remit a counter-claim : *Delobel-Flipo v. Varty*, (1893) 1 Q. B. 663.

at foot of page, add : A transfer will not be ordered under the section where the administration has been substantially completed in the County Court; *Prangnell v. P.*, 62 L. J. Ch. 346.

PAGE

713, after line 48, add: As to transfer of winding-up proceedings from the County Court under the Cos. (Winding-up) Act, 1890 (53 & 54 V. c. 63), s. 3, see *Re Laxon & Co.*, (1892) 3 Ch. 31.

CHAP. XXXVI.—Appeals.

720, line 38 and line 43, after *Reg. v. Barnardo, Jones' Case*, (1891) 1 Q. B. (C. A.) 194, add: *S. C. (nom. Barnardo v. McHugh)*, (1891) A. C. 388; *Barnardo v. Ford, Gossage's Case*, (1892) A. C. 326.

721, after line 5 from foot, add: As to the power of the Court of Appeal to deal with a fund paid into the Palatine Court as a condition of giving a party leave to defend, see *Moser v. Marsden*, 51 L. J. Ch. 319.

722, line 21, after *Exp. Schofield*, (1891) 2 Q. B. (C. A.) 428, add: or to hear a summons under sect. 25 of the Weights and Measures Act, 1878 (41 & 42 V. c. 10): *Reg. v. Young*, 61 L. J. M. C. 42.

line 39, after *Mellor v. Denham*, 5 Q. B. Div. 467, add: or an order for attachment for contempt in publishing comments calculated to prejudice the fair trial of an action: *O'Shea v. O'S.*, 15 P. Div. 59.

line 44, after *Reg. v. Barnardo*, 23 Q. B. Div. 305, add: *S. C. (nom. Barnardo v. McHugh)*, (1891) A. C. 388; *Barnardo v. Ford, Gossage's Case*, (1892) A. C. 326; or, *semble*, for disobedience to an order to attend before an examiner: *Re Evans, E. v. Noton*, (1893) 1 Ch. (C. A.) 252.

723, line 12, after *Hornby v. Cardwell*, 8 Q. B. Div. 329, add: or depriving of costs a Plt who has recovered 40s. damages: *Florence v. Mallinson*, 65 L. T. N.S. 354.

line 24, after *Re Pugh, Lewis v. Pritchard*, 57 L. T. N.S. 858, add: or allowing a trustee costs of incidental litigation, being substantially charges and expenses in the admon of the trust: *Re Beddoes, Downes v. Cottam*, (1893) 1 Ch. (C. A.) 547.

after line 32, add: And an appeal will lie to the Court of Appeal from an order of the Lords Justices directing that the costs of an inquiry into the mental condition of an alleged lunatic should be paid out of his estate: *Re Cathcart*, (1893) 1 Ch. (C. A.) 466.

725, line 6, add: *Young v. Thomas*, (1892) 2 Ch. (C. A.) 134.

line 28, after "order, S. C.," add: and in the absence of a certificate the appeal was entertained where the case had been fully argued before the Judge in Chambers: *Strong v. Carlyle Press*, (1893) 1 Ch. (C. A.) 268.

before line 13 from foot, add: There is no right of appeal to the House of Lords from the refusal of the Court of Appeal to give special leave under this order: *Lane v. Esdaile*, H. L., 40 W. R. 65.

726, line 28, after *Re Harrison*, 33 Ch. Div. 52, add: *Exp. Stevenson*, (1892) 1 Q. B. (C. A.) 609.

734, after line 38, add: The rule that a respondent cannot be heard by counsel in support of the appellant's case was relaxed in favour of a trustee supporting an appeal by tenant for life under s. 10 of the Settled Land Act, 1890: *Re Marquis of Ailesbury's Settled Estate*, (1892) 1 Ch. (C. A.) 506.

line 3 from foot, after *Re Swallow*, 36 L. T. N.S. 231, add: notwithstanding that the case in the Court below has been reported in the Law Reports: *Re Cathcart*, W. N. (93) 107.

PAGE

735, after line 45, add: A new issue as to negligence was not allowed to be brought forward in P. C. on appeal in a case grounded on fraud: *Connecticut Fire Insurance Co. v. Kavanagh*, (1892) (A. C.) 473.

739, line 2, for "appellant," read "respondent."

Where the respondents were a Scotch co. resident out of the jurisdiction, stay of execution was refused, as the order of the Court of Appeal would be enforceable in Scotland under s. 122 of the Companies Act, 1862: *Re Queensland Mercantile Co., Exp. Union Bk. of Australia*, (1892) 1 Ch. (C. A.) 219.

747, at foot, add: The House of Lords will not disturb a finding of fact in both Courts below, unless clearly shown to be erroneous: *The P. Caland v. Glamorgan Steamship Co.*, (1893) A. C. 207; *McIntyre v. McGavin*, (1893) A. C. 268, 275, 279.

VOL. II., CHAP. XXXVII.—Married Women.

751, after line 38, add: The next friend of a married woman Plt, although she might have sued without a next friend, is liable for the Plt's costs so long as his name is on the record: *Re Glanville, Ellis v. Johnson*, 31 Ch. Div. 541.

752, line 4, after *Braunstein v. Lewis*, 64 L. T. N.S. 265, add: *Everett v. Paxton*, 65 L. T. N.S. 383.

762, after line 30, add: and damages may be recovered for breach of a covenant by her to exercise a general power of appointment in a particular way, the fund appointed by her in another way being assets available for that purpose: *Re Parkin, Hill v. Schwarz*, (1892) 3 Ch. 510.

763, line 17 from foot, after *Hamilton v. H.*, (1892) 1 Ch. 396, add: *Greenhill v. North British, &c. Ins. Co.*, W. N. (93) 124.

769, line 38, for "Release of restraint," &c., read: Removal of restraint, &c.

line 12 from foot, after *Tamplin v. Miller*, 30 W. R. 422, add: *Re S.'s Sett.*, W. N. (93) 127.

line 9 from foot, after *Re Milner's Sett.*, (1891) 3 Ch. 547, add: *Re Marquis of Ailesbury and Lord Iveagh*, (1893) 2 Ch. 345.

772, after line 15, add: Property settled on a *feme sole* for her separate use, with restraint on anticipation during coverture, will not, on her marriage subsequently to the Act of 1882, be protected against her ante-nuptial creditors: *Kirk v. Murphy*, 30 L. R. Ir. 508.

773, after line 35, add: Where real estate of the husband is, since the Act, conveyed to husband and wife, the presumption of intended advancement not being rebutted, they take as joint tenants, and her interest belongs to her for her separate use: *Thornley v. T.*, (1893) 2 Ch. 229.

774, after line 20, add: And having regard to the form of the judgment against a married woman (*v. sup.* pp. 749, 753), she cannot be made bankrupt on a notice under s. 4, sub-s. 1 (g), of the Bankruptcy Act, 1883, such notice not being in accordance with the terms of the judgment: *Re Lynes, Exp. Lester*, (1893) 2 Q. B. (C. A.) 113.

776, line 38, after reference to *Re Queade's Trusts*, add: or sect. 2: *Stevens v. Trevor-Garrick*, (1893) 2 Ch. 307.

line 42, after *Hemingway v. Braithwaite*, 61 L. T. N.S. 224, add: *Stevens v. Trevor-Garrick, sup.*

777, line 19, for "is not," substitute: "was not," and after 27 Eliz. c. 4, insert: (see now 56 & 57 V. c. 21).

PAGE

782, line 10, *after Re Roper, R. v. Doncaster*, 39 Ch. D. 482, *add*: *Re De Burgh Lawson*, 41 Ch. D. 568; *Re Parkin, Hill v. Schwarz*, (1892) 3 Ch. 510.

783, Form 1, *after examined, strike out*: consenting and, *and substitute*: not; *after mentioned, add*: or any part thereof should be settled, but that the same.

785, *add the following note to Form 5*:

The apparent inconsistency in this order in not directing the fund to be paid out is to be assumed as accounted for by the fact that the order was made as prayed for by the petition, that the husband and wife had mortgaged their reversion in the fund, and that the rights (if any) of the husband were vested in an assignee of his trustee in bankruptcy.

800, 7 lines from foot, *after Re Jupp, J. v. Buckwell*, 39 Ch. D. 148, *add*: but see *Thornley v. T.*, (1893) 2 Ch. 229.

816, line 24, *after Re Emery's Trusts*, 32 W. R. 357; 50 L. T. N.S. 197, *add*: but her status continues as to property to which she was entitled before the desertion of her by her husband, and a restraint on anticipation still attaches: *Hill v. Cooper*, (1893) 2 Q. B. (C. A.) 85.

line 27, *after Waite v. Morland*, 38 Ch. Div. 135, *add*: and consequently a life interest subject to restraint on anticipation devolving on her before the desertion cannot be taken in equitable execution (notwithstanding sect. 26): *Hill v. Cooper*, (1893) 2 Q. B. (C. A.) 85.

817, line 34, *after Blandford v. B.*, (1892) P. 149, *add*: But see *contra, Midwinter v. M.*, (1893) P. 93, where the Court, in making a settlement out of the property of the adulterous wife under s. 45 of 20 & 21 V. c. 85, refused to order that the allowance to children should cease at the age of sixteen, and distinguished *Blandford v. B.* (assuming it to be good law) as having been decided under s. 35.

818, at foot of page, *add*: The effect of the decree is to convert a tenancy of the husband and wife by entireties into a joint tenancy: *Thornley v. T.*, (1893) 2 Ch. 229.

CHAP. XXXVIII.—Infants.

826, line 33, *after Palmer v. Walesby*, 3 Ch. 732, *add*: *Re Fish, Bennett v. B.*, (1893) 2 Ch. (C. A.) 413, 422; *Re Hicks, Lindon v. Hemery*, W. N. (93) 138.

827, line 28, *add*: but this case, which was decided under the old rule containing the words "the Plt may" (not shall), is now of no authority.

836, line 6 from foot, *after Simpson*, 94 *et seq.*, *add*: *Corn v. Matthews*, (1893) 1 Q. B. (C. A.) 311, where a stipulation in an apprenticeship deed, depriving the infant of wages in the event of a turn out of workmen, prevented the deed from being enforceable against him: *Evans v. Ware*, (1893) 3 Ch. 502, where an injunction was granted to restrain breach of a restrictive covenant by a quondam infant under a beneficial contract of service.

837, line 12, *after Cornwall v. Hawkins*, 41 L. J. Ch. 435; 20 W. R. 653, *add*: and see *Evans v. Ware*, (1893) 3 Ch. 502.

line 32, *after Seaton v. S.*, 13 App. Cas. 61, *add*: but see *Greenhill v. North British, &c. Ins. Co.* W. N. (93) 124.

PAGE

837, 4th line from foot of page, after *Carter v. Silber*, (1892) 2 Ch. (C. A.) 278, add: affd. H. L., W. N. (93) 98 (*nom. Edwards v. Carter*), or within a reasonable time after the settlement takes effect, where the settled property is reversionary only: *Stevens v. Trevor-Garrick*, W. N. (93) 49; (1893) 2 Ch. 307; *Re Jones, Farrington v. Forrester*, (1893) 2 Ch. 461.

855, last line, add: and see *Re Swanston* (C. A.), 31 Sol. Jo. 427, where it was held that the Court had no power to charge an infant's real estate for the purpose of his advancement.

858, line 35, after *Re Dixon-Hill*, 28 Ch. D. 291; 29 Ch. Div. 331, delete from "nor, *semble*," to "*Banks v. Heaven*, (1892) 2 Ch. 38; but," and substitute: but where there is a gift of residue to a class contingently, *e.g.*, on their attaining twenty-one, while all are infants, as the income belongs contingently to them in the same way as the capital, the enactment applies: *Re Adams, A. v. A.*, (1893) 1 Ch. 329; but *semble* (*per North, J.*), the whole income belongs to one who attains a vested interest: *S. C.*; *Re Jeffery, Burt v. Arnold*, (1891) 1 Ch. 671 (but see *Lewin*, 656; *Re Burton's Will, Banks v. Heaven*, (1892) 2 Ch. 38); and so—

line 13 from foot, after *Lewin*, 657, add: *Re Humphreys, H. v. Levett*, 62 L. J. Ch. (C. A.) 498, where, under a gift of a vested life interest to an infant passing the whole income, it was held that there was evidence of a "contrary intention" within sub-s. 3, so as to exclude the operation of sub-s. 2.

868, line 3 from foot, after *Calvert v. Godfrey*, 6 Beav. 97, 109, add: *Re De Tessier's Settled Estates*, (1893) 1 Ch. 153.

870, line 24, after *Re Hurst, H. v. H.*, 29 L. B. Ir. 219, add: *Re De Tessier's Settled Estates*, (1893) 1 Ch. 153.

874, after Form 2, insert:—

2A. *Another Form—Deposit of Counterpart dispensed with.*

UPON the petition &c., And this Court being of opinion that it is for the benefit of the said L., the infant Petr, that a lease of the lands and premises comprised in the conditional contract dated &c., of or to which the said infant is seised, possessed, or entitled for an estate in fee simple in remainder, as in the petition mentioned, should be granted to M. and P. upon the terms and conditions in the said contract mentioned, for the term of twenty-nine years from &c., doth order that the said contract be carried into effect; Let a proper lease in conformity with the said agreement be settled by the Judge; And Let R., the guardian of the infant, be at liberty, in the name of the said infant, to execute such lease when settled.—Dispense with a counterpart of such lease executed by the lessees being deposited for safe custody with the Clerk of Records and Writs (Central Office).—*Re Letchford, V.-C. M.*, 26th May, 1876, B. 1005; *S. C.*, 2 Ch. D. 719.

This case was followed in *Re H. S. Escudier*, Kekewich, J., 5th August, 1893, A. 1325, with the exception that the guardian of the infant was to retain the counterpart.



.

.

.

.

.

.

.

.

.

PAGE

- 884, line 37, *after Goldsworthy's Case*, 2 Q. B. D. 75, *add*: and refused to order delivery of a female child, aged fifteen, to the custody of her mother (who had been guilty of no misconduct) upon being satisfied that it was for the child's welfare to remain where she was: *Reg. v. Gynghall*, (1893) 2 Q. B. (C. A.) 232.
- 886, line 22, *after Reg. v. Barnardo*, 23 Q. B. Div. 305, *add*: but see *Barnardo v. Ford*, *Gossage's Case*, (1892) A. C. 326.
- line 26, *after Barnardo v. M'Hugh*, (1891) A. C. 388, *add*: *Barnardo v. Ford*, *Gossage's Case*, (1892) A. C. 326.
- 887, line 3, *before "Alicia," insert*: *Reg. v. Clarke*.
- 904, *add note to Form 1*: As the declaration of the Court is by the Act made equivalent to the consent of the father, it is not right to add the liberty to marry, and the words beginning "And Let the said infant" should be omitted: *Re Townsley*, Chitty, J., 15 Dec. 1891, B. 1399.

CHAP. XXXIX.—Paupers and Pauper Lunatics.

- 909, line 47, *after Re Roberts*, *Kiff v. R.*, 33 Ch. Div. 265, *add*: If the pauper has not sued or defended *in forma pauperis* in the Court below, the application for leave to appeal should be made *ex parte* to the Court of Appeal: *Exp. Goldberg*, (1893) 1 Q. B. (C. A.) 417.

CHAP. XL.—Solicitors.

- 916, line 17, *strike out* the words "a writ," and *substitute* the word "appeal."
- 922, line 27, *after* 49 L. T. N.S. 811, *add*: but as against the mortgagor his lien continues subject to the mortgage: *Re Walker*, *Meredith v. W.*, 68 L. T. N.S. 517.
- line 38, *after Worrall v. Johnson*, 2 J. & W. 214, 218, *add*: *Re Walker*, *Meredith v. W.*, *sup*.
- 926, line 2, *after costs*, *add*: with direction to applicant to give credit for all sums received on account of Plt.
- 933, *after* line 6, *add*: Costs of mortgagor's solrs in an action successfully maintaining the mortgagor's title, mortgagee taking no part, were charged in priority to the interest of the mortgagee: *Scholey v. Peck*, (1893) 1 Ch. 709.
- 934, *after* line 19, *add*: The lien may be lost by taking security from the client: *Bissell v. Bradford and Dist. Tram. Co.*, W. N. (93) 44.
- 935, *after* line 13, *add*: As to waiver of the lien by taking security from the client, see *Balch v. Symes*, 1 T. & R. 87, 92; *Enniskillen Ry. Co. v. Collum*, 29 L. R. Ir. 421.
- 937, line 11, *for* 33 & 34 V. c. 38, *read*: 33 & 34 V. c. 28.
- 951, *after* line 28, *add*: Where a solr had been struck off the rolls, but the commission to administer oaths granted to him by the Court of Exchequer had never been superseded, the Court had no power to order an affidavit sworn before him to be taken off the file: *Ward v. Gamgee*, 65 L. T. N.S. 610; 40 W. R. 39.



.

.

.

.

.

.

.

.

.

.

.

.

.

.

.

.



.

PAGE

- 951, after line 9 from foot, add: A County Court judge has no power to commit for contempt an unqualified person who has acted as solr in an action in the County Court: *Reg. v. Judge of Brompton County Court*, (1893) 2 Q. B. 195.

CHAP. XLI.—Trustees.

- 961, line 22, after *Re Wyatt, White v. Ellis*, (1892) 1 Ch. (C. A.) 188, add: affirmed in H. L., W. N. (93) 106.
- 962, line 4 from foot, after *Re Fryer*, 3 K. & J. 317, add: *Jago v. Jago*, 68 L. T. N.S. 654.
- 963, line 5 from foot, after *Speight v. Gaunt*, 9 App. Cas. 1, add: although the trustee is remunerated: *Jobson v. Palmer*, (1893) 1 Ch. 71.
- 964, line 14, after *Wilks v. Groom*, 3 Drew. 584, add: *Guardians of Colchester Union v. Moy*, 68 L. T. N.S. 564, 566.
- 965, after line 2, add: *Semble*, the liability of a trustee for loss of trust property is not increased by the fact of his being remunerated for his services: *Jobson v. Palmer*, (1893) 1 Ch. 71.
- 966, after line 36, add: Where a mortgagee taking with notice of the Plt's possible title as *c. q. tr.*, sold under his power of sale, the Plt, adopting the sale, was entitled to the purchase-money subject to retainer by the mortgagee of his costs of sale, and any part of the mortgage-money which he could show to have been advanced for the purposes of the trust estate: *Re Campion, Dudley v. C.*, (1893) 1 Ch. (C. A.) 101.
- 969, line 32, after *Cullerne v. London and Suburban Building Soc.*, 25 Q. B. Div. 485, add: *London Trust Co. v. Mackenzie*, W. N. (93) 9.

974, after Form 7, bring in the following forms:

- 7A. *Improper Investment—Judgment against Representatives of Deceased Trustee—Plaintiff, Tenant for Life, barred by Trustee Act, 1888, s. 8—Declaration as to Right to Income of Fund replaced.*

DECLARE that the investment of the sum of £400 upon land at P., as in the pleadings mentioned, was, as against the Plts other than the Plt W. (the tenant for life), improper. And the Defts C. and S. by their defence admitting assets of J. G. C., in the pleadings mentioned, for the purposes of this action, It is ordered that the Defts C. and S. do, within ten days after service of this order, pay into Court as directed by the schedule hereto the sum of £400. Declare that the Plt W. is debarred by the Trustee Act, 1888, from maintaining any action or other proceeding in respect of any impropriety in such investment, and accordingly from deriving any benefit from the relief hereinbefore granted. Declare that the Defts C. and S. are entitled to the income arising from the said sum of £400 during the residue of the life of the Plt W., as part of their testator's estate, and that after her decease the said sum shall be held upon the trusts subsequent to

the life interest of the Plt W., declared by the settlement dated the 28th Nov. 1872, in the pleadings mentioned, of and concerning the moneys thereby settled. And Let the said sum of £400, when paid into Court, be dealt with as in the said schedule hereto directed. Declare that the Defts C. and S., upon making such payment into Court as hereinbefore directed, will, after the death of the Plt W., and in the meantime subject to her life interest therein, be entitled to the said mortgage debt as part of the testator's estate. Defts C. and S. to pay to Plts their costs of action up to and including this judgment, except so far as same increased by reason of W. being a party Plt thereto. Liberty to persons interested to apply after the death of the Plt W. for payment out of Court of the £400, or any investment representing the same, as they may be advised. Add Lodgment and Payment Schedule directing payment of £400 and investment in consols and payment of interest accruing during life of Plt W. to Defts C. and S.—*Want v. Campain*, Wright, J., 6 Feb. 1893, B. 806; *S. C.*, 9 Times L. R. 254.

7B. *The like—Action by Tenant for Life and Infant Children, Beneficiaries under Settlement—Impounding Interest of Tenant for Life Participant in Breach of Trust—Investment declared good for less Sum.*

THIS action &c.—Declare that the investment of the sum of £34,612 in the pleadings mentioned, by the Defts and G. S., deceased, on the security of the estates &c. comprised in the indentures &c. in the pleadings mentioned, was, so far as regards the Plts, B. &c. (*infants*), a breach of trust on the part of the Defts and the said G. S. Declare that so far as regards the Plts B. &c. (*infants*), the said estates comprised in the said indentures would at the time of the investment of the said sum of £34,612 upon the security thereof have been a proper investment in all respects for the sum of £26,000, and no more, and ought to be deemed to have been an authorized investment for such sum of £26,000. Declare that so far as regards the Plts B. &c. (*infants*), the Defts are jointly and severally liable to make good to the trust estate the difference between the aggregate amount of the proceeds of sale of such portion of the said estates as has been already sold, and the proceeds of sale of the remainder of such estates hereinafter directed to be sold, when sold, or the said sum of £26,000 (whichever shall be the larger sum) on the one hand, and the said sum of £34,612 on the other hand, and that until such difference shall have been made good the said Plts are entitled to a lien for the amount of such difference upon the proceeds of sale of such portion of the said estates as has already been sold, and upon the portion of the said estates remaining unsold, and upon the proceeds thereof when sold; Let the Defts proceed with the sale of such portion of the said estates as remains unsold. Declare that so far as regards the Plt A. (*tenant for life*),



his right to sue in respect of the matters complained of by him in this action is barred by sect. 8 of the Trustee Act, 1888. Declare that the Defts are entitled to have the life interest of the said Plt A. in the whole of the trust estate under the said indenture of settlement of &c. impounded by way of indemnity to the Defts in respect of their joint and several liability hereinbefore declared; And Let the following inquiry be made: (1) An inquiry what is the amount of the difference for which the Defts are jointly and severally liable pursuant to the declaration in that behalf hereinbefore contained; And the Defts by their counsel desiring to retire from the trusts of the said indenture of settlement, Let the Plt A. be at liberty to exercise the power of appointment contained in the said indenture of settlement by appointing two or more proper persons trustees of the same indenture in the place of the Defts and G. S., deceased (*usual consequential directions*); Let the income arising from the whole of the said trust estate during the life of the Plt A., including any arrears of such income now outstanding, be from time to time applied as follows, that is to say:—In the first place, in paying to the Defts interest at the rate of 4 p.c. p.a. on the amount which may be paid by them under the declaration and inquiry hereinbefore contained, or on so much thereof as shall not have been recouped to them as hereinafter mentioned (such interest to be treated as commencing on the date of the said payment by the Defts), and in the second place in recouping to the Defts the amount to be so paid by them as aforesaid.—Tax costs of the infant Plts, and also costs of the Defts, so far as increased by the Plt A. being joined as a Plt in his personal character.—Defts to pay costs of infant Plts when taxed, and Plt A. to pay Defts amount of their said costs when taxed.—Adjourn further consideration.—Liberty to apply.—*Re Somerset, S. v. E. Poulett, Kekewich, J.*, 12th April, 1893, B. 488.

PAGE

977, line 6, *after Robinson v. R.*, 1 D. M. & G. 247, *add: Re Campbell, C. v. C.*, W. N. (93) 114.

980, line 6, *after Willett v. Finlay*, 29 L. R. Ir. 156, 173, 174, *add: aff. Ib.* 497.

line 49, *after Re Davis, sup.*, *add: Re Barker, Buxton v. Campbell*, (1892) 2 Ch. 491.

981, line 43, *after Moore v. Knight*, (1891) 1 Ch. 547, *add: Re Gurney, Mason v. Mercer*, (1891) 1 Ch. 590, where, in the absence of fraud, a trustee who had advanced funds to a mortgagor to pay off a debt to a bank in which the trustee was a partner, was entitled to set up the statute.

after line 43, *add: Where a trustee for an infant had expended the fund in maintaining the infant, though held entitled to the benefit of the section, he was not allowed costs: Re Page, Jones v. Morgan*, (1893) 1 Ch. 304.

Where *cs. q. tr.* suing were a tenant for life, against whom the section was available, and reversioners, against whom it was not available, the income on the fund recovered was ordered to be paid to the trustee during the life of the tenant for life: *Want v. Campain*, 9 Times, L. R. 254.

PAGE

992, *after* line 23, *add*: But a trustee who unsuccessfully defends a collateral action incidentally connected with the trust estate, will not be allowed costs out of the trust estate, beyond the amount which would have been incurred if he had applied for leave to defend it: *Re Beddoes, Downes v. Cottam*, (1893) 1 Ch. (C. A.) 547.

8 lines from foot of page, *add*: And an appeal will lie against an order allowing to a trustee costs of action (*e. g.*, an unsuccessful action incidentally connected with the trust), which are in substance charges and expenses *quod* the administration of the trust: *Re Beddoes, Downes v. Cottam*, (1893) 1 Ch. (C. A.) 547.

993, line 32, *after* unless, *add*: brought or defended by leave, or otherwise.

994, line 11 from foot, *after* 4 K. & J. 458, *add*: And the right is strictly limited to the trust fund: *Re E. of Winchelsea's Policy Trusts*, 39 Ch. D. 168.

997, line 10, *after* *Fozier v. Andrews*, 2 J. & Lat. 199, *add*: and see *Easton v. Lander*, 62 L. J. Ch. 164, where costs subsequent to judgment were disallowed a trustee in an action occasioned by his previous misconduct.

998, line 22, at end of paragraph, *add*: *Re Fish, Bennett v. B.*, (1893) 2 Ch. (C. A.) 413 (where a special clause was held to entitle a solr-trustee to charge for his trouble, as well as to make professional charges, notwithstanding that a legacy of £200 was given to him conditionally on his accepting the office of exor and trustee).

line 35, *after* *Mansen v. Baillie*, 2 Macq. 80, *add*: *Re Doody, Fisher v. D.*, (1893) 1 Ch. (C. A.) 129.

1001, line 11, *for* sect. 10 *substitute* sect. 11.

1003, *before* line 2 from foot, *add*: In *Carlyon v. Spry*, 16 June, 1890, A. 1429, Chitty, J., at Chambers, refused to sanction investment in the Stock of an Indian Railway, where a minimum amount of dividend only was guaranteed, on the ground that the market price was in such case calculated on the actual, not the guaranteed, dividend.

1004, *after* line 5, *add*: A direction to invest in securities does not authorize purchase of shares in a limited banking company: *Re Kavanagh*, 27 L. R. Ir. 495, and *v. sup.* p. 976.

1010, line 8, *strike out* the words "charges and expenses."

1014, last line, *add*: But see *Pelling v. Goddard, sup.*

1019, line 1, *for* trustees of an infant, *read*: Trustees for an infant.

line 7, *after* the words "trustees of," *insert*: the real estate to which the said infant is entitled for the purposes of the said section, and *strike out* the rest of the form down to 1881 as superfluous.

line 24, *after* that of others, *insert* (as a rule, all the beneficiaries should be present, or should be served with notice of the order).

PAGE

1022, line 18, *after Re Shafto*, 29 Ch. D. 247, *add*: and, *semble*, exors in possession of a grant of probate to them as general exors are pers. represves for the time being within the section, to the exclusion of limited exors who subsequently obtain a grant: *Re Parker's Trusts*, W. N. (93) 119.

line 26, *delete* the words "It appears to be doubtful to what extent the section applies," and *substitute*: "The section does not apply."

line 29, *after Re Lightbody*, W. N. (85) 3, *add*: *Nicholson v. Field*, (1893) 2 Ch. 511.

after line 32, *add*: The section does not extend to an appointment by the will of a sole surviving trustee: *Re Parker's Trusts*, W. N. (93) 119.

1031, Form 21, line 3, *strike out* the words "without any surrender or admittance."

1033, 10 lines from foot, *add*: In the case of *In re New Zealand, &c. Co.*, (1893) 1 Ch. (C. A.) 403, 407, Lindley, L. J., is reported to have said that it was better that the order should not go on to direct the trustees to transfer into their names; but in *In re Jolliffe's Trusts*, W. N. (93) 84, Kekewich, J., referring to *In re New Zealand, &c. Co.*, intimated his opinion that the existing practice ought to be maintained; and see *In re Gregson*, W. N. (93) 106, where *In re New Zealand, &c. Co.*, *sup.*, was distinguished as being a case of a special character, in which the trustees might have become liable for calls. The old form is, therefore, re-established.

In *In re New Zealand, &c. Co.*, an order was made vesting in trustees the right to transfer the shares (on which there was a liability) to "any purchaser or purchasers." The co. objected to the order, but the Court of Appeal held that there was power to insert those words; but Lindley, L. J., said that it would be better, as a general rule, not to insert them.

1035, line 3, *after* (1892) 3 Ch. 55, *add*: and see *Re Ewing*, 29 L. R. Ir. 449.

1042, line 40, *after Morrice v. Aylmer*, 10 Ch. 148, *add*: and shares of a limited co., whether fully paid up or not: *Re New Zealand Trust and Loan Co.*, (1893) 1 Ch. (C. A.) 403.

1052, line 38, *after* p. 1034, *add*: *Re Ewing*, 29 L. R. Ir. 449 (death of surviving trustee residing out of jurisdiction).

1055, *after* line 29, *add*: In *Re Stanley*, W. N. (93) 30; 62 L. J. Ch. 469, the Court in 1892 dispensed with service on the heir (who went abroad in 1873) of a trustee who had died in 1870 intestate as to trust estates.

1077, line 39, *delete*: and see *Re Higginbottom*, W. N. (92) 121, and *substitute*: and so, where the sole existing trustee is desirous of exercising his statutory power under sect. 31 of the Conveyancing Act, 1888, the Court has no jurisdiction to make an appointment against his will, though he has no beneficial interest, and the majority of the *ce. q. tr.* desire the appointment: *Re Higginbottom*, (1892) 3 C. A. 132.

1079, line 17, *after* 34 Ch. D. 618, *add*: *Re Barber*, 39 Ch. Div. 187.

CHAP. XLII.—Charities.

1112, last line, *add*: The consent of the Commrs to a sale of land held on trust for general purposes of a charity, and not subject to any distinct specific and particular trust, is not required: *Re Corp. of Sons of Clergy and Skinner*, (1893) 1 Ch. 178.

PAGE

- 1113, line 13 from foot, after reference to *Clergymen's Widows, &c. v. Sutton*, add: *Re St. John Street Wesleyan Chapel, Chester*, (1893) 2 Ch. 618. The exemption in sect. 62 of any building registered as a place of meeting for religious worship only extends to the chapel itself, and not to other property held therewith: *S. C.*
- 1138, line 12 from foot, for "is not," substitute "was not"; and after 27 Eliz. c. 4, add: (see now 56 & 57 V. c. 21).
- 1139, line 2, after *Wms. Ex. 1070*, add: 9th ed. 916.
- 1140, line 20, after a bequest for a religious purpose is, insert *primâ facie* before charitable.
- line 25, after *Townsend v. Carus*, 3 Ha. 257, add: and if the Court concludes that the gift is for religious purposes, it must be treated as charitable unless the contrary can be shown: *Re White, W. v. W.*, (1893) 2 Ch. (C. A.) 41.
- 1144, line 8, after *Baker v. Sutton*, 1 Ke. 224, add: Money of testator duly invested on mortgage pursuant to the will during the life of a tenant for life: *Re Corcoran, C. v. Riddell*, 62 L. J. Ch. 267.
- line 12 from foot, after *Re Parker, Wignall v. P.*, (1891) 1 Ch. 682, add: *Re Hollon, Forbes v. Hardcastle*, W. N. (93) 111.
- 1145, line 12, after *Brook v. Badley*, 4 Eq. 106, add: *Re Corcoran, C. v. Riddell*, 62 L. J. Ch. 267.
- line 40, add: The Act was held to apply to a will made before the Act bequeathing "such part of my residuary estate as may by law be given for charitable purposes," so that all the residuary estate, real and personal, passed by the gift: *Re Bridger, Brompton Hospital v. Lewis*, (1893) 1 Ch. 44.
- 1148, line 24, for 5 & 6 V. c. 36, read 5 & 6 V. c. 35.

CHAP. XLIII.—Account.

- 1157, after line 20 from foot, add: And one co-patentee cannot call on the other for an account of profits made by him by working the patent or using the invention in his business: *Steers v. Rogers*, (1893) A. C. 232.
- after line 22, add: As to the object of this rule, see *Re Fish, Bennett v. B.*, (1893) 2 Ch. (C. A.) 413, 427.
- 1160, line 22, after *Rhymney Rail. Co. v. Rhymney Iron Co.*, 28 Q. B. Div. 146, add: but a debt which is due before but not payable until after, notice of assignment may be set off: *Christie v. Taunton, &c. Co.*, (1893) 2 Ch. 175.
- 1161, at foot of page, add: Sect. 75 of the Cos. Act, 1862, does not convert a shareholder's liability to contribute into a debt *ab initio*, but only from the time of the winding-up, and therefore there can be no set off by the co. in respect of a call made in the winding-up as against an assignee who gave notice to them before the winding-up: *Christie v. Taunton, &c. Co.*, (1893) 2 Ch. 175.
- 1163, before line 5 from foot, add: But a sub-agent who believes, and is justified in believing, that his employer is a principal can set off as against the real principal: *Montagu v. Forwood*, W. N. (93) 136.

PAGE

1177, at foot, after "*sup.* p. 1174," add: and, in the absence of special directions, orders for a general account are treated as containing directions in the usual form: *Holgate v. Shutt, sup.*; *Kessell v. Le Sueur*, 1 May, 1893.

1182, line 16, after *L. C. & D. Ry. Co. v. S. E. Ry. Co.*, (1892) 1 Ch. (C. A.) 120, add: affirmed in *H. L.*, *W. N.* (93) 132.

after line 32, add: A mere notification on a tradesman's bill that interest will be charged is not a sufficient demand: *Re Edwards, Williams v. Trench*, 61 *L. J. Ch.* 22; 65 *L. T. N. S.* 543.

CHAP. XLIV.—Administration of the Estates of Deceased Persons.

1190, line 41, after *Wood v. Weightman*, 13 *Eq.* 434, add: and see *Stuart v. Babington*, 27 *L. R. Ir.* 551.

1194, line 55, after *A. G. v. Smith*, (1892) 2 *Q. B.* 289, add: affirmed on appeal (1893) 1 *Q. B.* (C. A.) 239.

1196, line 10 from bottom, after *Dowdswell v. D.*, 9 *Ch. Div.* 294, add: *Re Leask, Richardson v. L.*, 65 *L. T. N. S.* 199.

1197, after line 30, add: An executor of an executor who has not completed the proving of the will of the original testator does not represent that testator: *Willcocks v. Dougherty*, 29 *L. R. Ir.* 17.

1220, after line 33, add: The section does not apply to conventional rents, e.g., rent reserved by lease: *Paget v. Foley*, 2 *Bing. N. C.* 679, 688; *Dean of Ely v. Bliss*, 2 *D. M. & G.* 472; *Grant v. Ellis*, 9 *M. & W.* 113, 122; *Irish Land Commission v. Grant*, 10 *App. Cas.* 14; but to rents of inheritance: *James v. Salter*, 3 *Bing. N. C.* 544; *Owen v. De Beauvoir*, 16 *M. & W.* 567; 5 *Ex.* 166; including a quit rent payable in respect of a copyhold tenement: *Howitt v. Earl of Harrington*, (1893) 2 *Ch.* 497.

1231, line 3, after *Jay v. Johnstone*, (1893) 1 *Q. B.* 25, add: *Ib.* (C. A.) 189.

1233, line 2, after *Willis v. Earl Howe*, add: (1893) 2 *Ch.* (C. A.) 545.

after line 34, add: Payment by a debtor of premiums on a policy under a trust deed for securing payment of his debts was held sufficient to prevent the operation of the Statute: *Scott v. Synge*, 27 *L. R. Ir.* 560.

line 41, after *Hemp v. Garland*, 45 *Q. B.* 519, add: see *Re Tidd, T. v. Overall*, *W. N.* (93) 113, where, in the case of money deposited for safe custody, the Statute did not run until demand for repayment.

after line 41, add: Where there is a present debt and a covenant to pay on demand, there is an immediate right of action; but where the covenant is to pay a collateral sum on demand (e.g., by a surety) the Statute does not run until demand made: *Re Brown, B. v. B.*, (1893) 2 *Ch.* 300.

1224, line 36, after *Re Wenham, Hunt v. W.*, (1892) 3 *Ch.* 59, add: and an exor who, against the will of his co-exor, paid a debt which was held to be statute-barred, on an admon summons by the creditor, was held to have committed a devastavit: *Midgley v. M.*, *W. N.* (93) 79, 122; 41 *W. R.* 659.

PAGE

1234, after line 53, add: Money paid to a solr as security for future costs cannot, under sect. 38 of the Bankruptcy Act, 1883, be retained by him, as against the trustee in bankruptcy of the client, in payment for professional work done after the act of bankruptcy: *Re Pollett, Exp. Minor*, (1893) 1 Q. B. 175, 455.

1240, after Form 6, insert :—

6A. *Special Directions as to Accounts by Trustee, and Objections to Items by Plaintiffs*—O. LV. 10A—*Costs of Solicitor Trustee entitled under Will of Testator to carry on Business.*

UPON the appeal &c., Let this action, so far as it seeks relief against the Deft G. in respect of the continuance of the business of H. & Co. after the death of the testator, stand dismissed out of this Court with costs &c.; And Let the Deft G. produce to the Plts or their solrs, at the office of the solr of the Deft G., all books of account relating to the trust estate, which are to be deemed accounts for all the purposes of the inquiry required by the Plts, and all day-sheets relating to costs, charges, and expenses charged by the Deft G. against the trust estate of H. & Co. since the death of the testator, or paid since the death of the testator, but not disturbing accounts settled with the testator, and also deliver to the Plts or their solrs all bills of costs, charges, and expenses not already delivered, and not already covered by or comprised in the said day-sheets; Declare that the Deft G. is entitled, under the will of the testator, to the usual professional costs and charges for all work done by him as trustee, notwithstanding such work might have been done by a person who was not a solr, and that he ought to be paid or allowed all such costs and charges accordingly; And Let the Plts be at liberty within three months from the passing of this order (at their risk) to deliver to the Deft G. a notice in writing specifying the items (if any) to which they object, and the grounds of their objection to any such item, either in the said books of account or in the said day-sheets, to be so produced, and to bring in surcharges, and if there should then be any item objected to as aforesaid, and as to which the said parties are unable to agree, the same is to be dealt with by the Judge in Chambers.—Reference to tax bills of Deft G. already delivered.—Tax Deft G. his costs as between solr and client, and as between party and party, of the action down to and including trial so far as it seeks relief against him in respect of the continuance of the business of H. & Co., and his costs of appeal.—Plts to pay said party and party costs of Deft G.—Defts, the co-trustees, to pay difference between party and party and solr and client costs of Deft G.—*Re Fish, Bennett v. B.*, O. A., 27 April, 1893, A. 854; *S. C.*, (1893) 2 Ch. 413.

1246, line 28, after the words "Forms 5 and 6," add: and for an instance under clause (a), see *Re Fish, Bennett v. B.*, (1893) 2 Ch. (C. A.) 413, 427.



PAGE

- 1248**, line 8 from foot of page, after *Re Davies, D. v. D.*, 38 Ch. D. 210, add: or whether money has been rightly retained by the exor as a *donatio mortis causæ* to him by the testator: *Neilan v. Farrell*, 29 L. R. Ir. 12.
- last line but one, after *Dowse v. Gorton*, (1891) A. C. 202, add: *Re Hengler, Frowde v. Hengler*, W. N. (93) 37.
- 1250**, line 6 from foot of page, after *Walker v. Seligmann*, 12 Eq. 152, add: and see *Re Parkes, Simpson v. P.*, 66 L. T. N.S. 151.
- 1251**, after line 30, add: A person entitled to take out administration will be added as a party, and, if the estate proves to be interested, the order will not go until admon is taken out: *Re Richerson, Scales v. Heyhoe*, W. N. (93) 103; 41 W. R. 583.
- 1253**, line 14, after *Re Tarrant's Trusts*, 58 L. J. Ch. 780, add: *Re Davies, D. v. D.*, (1892) 3 Ch. 63.
- last line, after *Rogers v. Soutten*, 2 Keen, 598, add: *Crowe v. Menton*, 28 L. R. Ir. 519.
- 1255**, after line 6, add: In the case of a legatee of residue, the assent of the exor is as effectual as in the case of a specific or general legatee, and no assignment is necessary to perfect the title of the residuary legatee, and the consent of the exor as to part only is good as to that part: *Austin v. Beddoe*, W. N. (93) 78.
- before last line, add: but there is no rule whereby a legatee whose legacy has not been severed is entitled, as against a beneficiary who is also trustee, to share in the increased value of the investments of the general estate: *Re Campbell, C. v. C.*, W. N. (93) 114.
- 1256**, lines 8—10, add references to Wms. Exors. 9th ed. 1225 *et seq.*; 1256 *et seq.*
- line 23, after *Re Swain, S. v. Bridgman*, (1891) 3 Ch. 233, add: *Want v. Campain*, 9 Times L. R. 254; *Re Page, Jones v. Morgan*, (1893) 1 Ch. 304.
- 1264**, after line 36, add: a legacy given to an infant as exor does not carry interest until he attains twenty-one, and agrees to act: *Re Gardner, Long v. G.*, 41 W. R. 203.
- 1265**, line 17, after 8th ed. 2039, add: 9th ed. 1285.
- 1268**, line 50, after 3 Ha. 149, add: *E. Kilmorey v. A. G.*, 29 L. R. Ir. 320.
- 1270**, line 3 from foot, after *Paddock v. Forrester*, 3 Man. & G. 905, add: but the rule which excludes such documents applies only where there is a dispute or negotiation and terms offered, and not then if the document is one which from its character may prejudice the recipient whether or not he accepts the terms; and the Judge is entitled to look into the document in order to ascertain its character: *Re Daintrey, Exp. Holt*, (1893) 2 Q. B. 116.
- 1278**, after line 33, add: a creditor who obtains payment of a debt from an exor *de son tort* does not thereby become an exor *de son tort*: *Hursell v. Bird*, 65 L. T. N.S. 709.
- 1284**, line 20, after *Re Courtier, Coles v. C.*, 34 Ch. Div. 136, add: *Re Baring, Jeune v. B.*, (1893) 1 Ch. 61.
- 1296**, line 6, after *Rolfe v. Perry*, 3 D. J. & S. 481, 486, add: and for a case in which there was held to be sufficient evidence of a "contrary intention" upon the will and subsequent deeds, see *Re Campbell, C. v. C.*, (1893) 2 Ch. 206.
- line 28, after *Cruikshank v. Duffin*, 13 Eq. 555, add: *Thorne v. T.*, W. N. (93) 133.

1

.

—

1

PAGE

- 1306**, line 13 from foot, *after Re Ibbitson*, 7 Eq. 226, *add*: *Goodier v. Edmunds*, W. N. (93) 98; 62 L. J. Ch. 649.
- 1307**, line 3, *after Hyett v. Mekin*, 25 Ch. D. 735, *add*: *Goodier v. Edmunds*, W. N. (93) 94; 62 L. J. Ch. 649, where, under a devise on trust for sale of land at a period too remote the interests of beneficiaries in the proceeds of sale passed to their real represves.
- 1314**, line 17, *after Douse v. Gorton, sup.*, at p. 199, *add*: and see *Re Owen, Frisby v. Owen*, 66 L. T. N.S. 718.
- 1315**, line 26, *after Re Williams, Morgan v. W.*, W. N. (92) 81, *add*: 40 W. R. 636.
- 1324**, line 7 from foot, *after Armitage v. Williams*, 27 Beav. 348, *add*: *Pilkington v. P.*, 29 L. R. Ir. 370.
- 1325**, line 15, *after 1 Jarm. 409 et seq.*, *add*: Wms. Ex. 9th ed. 1012.
line 39, *after Wms. Ex. 8th ed. 1093 et seq.*, *add*: 9th ed. 941 *et seq.*
- 1326**, line 27, *after 2 Jarm. 96*, *add*: Wms. Ex. 9th ed. 989.
line 5 from foot, *after Re Morrisson, Hitchins v. M.*, 40 Ch. D. 30, *add*: and see Wms. Ex. 9th ed. 962.
- 1327**, line 13, *after 2 Jarm. 111, 112*, *add*: Wms. Ex. 9th ed. 996.
line 13 from foot, *after Re Ranking*, 10 Eq. 601, *add*: Wms. Ex. 9th ed. 983.
line 36, *after W. N. (90) 105*, *add*: Wms. Ex. 9th ed. 952.
- 1328**, line 12 from foot, *after Wms. Ex. 8th ed. 1489 et seq.*, *add*: 9th ed. 1352 *et seq.*
- 1342**, line 19, *after 8th ed. 1446 et seq.*, *add*: 9th ed. 1304 *et seq.*
- 1348**, *after Form 17*, bring in the following form:—
- 17A. *Accumulation of Income—Repairs to Buildings—Rebuilding—Inquiries.*

DECLARE that, subject to the due performance and execution of the trusts and powers of the will of X. for re-building, reinstating, and substantially repairing the messuages and buildings in the said will mentioned, the trust for the investment of the clear surplus income of the testator's estate, after answering the several purposes in the said will specified, is invalid as from the expiration of the period of 21 years from the testator's death, and that as from that date (subject and without prejudice as aforesaid) the income of the testator's estate became payable and divisible as follows, that is to say, as regards such portion of the said income as has arisen or shall arise from real estate, the same belongs and is payable to the heir-at-law of the testator at the time of his death, or his real representative, and as regards such of the said income as has arisen or shall arise from the personal estate of the testator, the same belongs and is divisible between the next of kin of the testator, according to the statutes for the distribution of intestates' estates, living at the time of his death, or their respective legal personal representatives. Liberty to apply at Chambers for directions as to receiver's balances and otherwise, to give effect to declaration. And at request of A. B., as representing such class, Let the following in-

1

quiries be made:—(1) An inquiry what sums ought from time to time to be applied in keeping the said messuages and buildings in ordinary tenantable repair, and in insuring the same in accordance with the directions in the said will. (2) An inquiry whether any messuages or buildings for the rebuilding or substantial repair whereof the estate of the testator is or shall be liable, require to be re-built, reinstated, or substantially repaired, and, if so, what sums ought to be applied for that purpose. Liberty to apply as to the fund out of which any rebuilding &c. should be borne. Let the following further inquiries be made: (3) An inquiry as to heir-at-law of testator. (4) An inquiry as to next of kin of testator. (5) An inquiry in what proportions the annuities from time to time payable out of the testator's estate ought to be borne as between the net income of the real estate, and the net income of the personal estate of the testator. Liberty to apply generally. Costs to be taxed and paid out of fund in Court, without prejudice to any question as to how and in what proportions the same should ultimately be borne.—*Re Mason, Mason v. Mason*, Stirling, J., 7 Aug. 1891, B. 2496; S. C., (1891) 3 Ch. 467.

PAGES

1354, line 17, after 8th ed. 1480 *et seq.*, add: 9th ed. 1342 *et seq.*

line 12 from foot, after *Re Brown's Will*, 18 Ch. Div. 861, add: Wms. Ex. 9th ed. 1143.

line 5 from foot, after *Re Moir, Warner v. M.*, 25 Ch. D. 605, add: or the carrying on of a business: *Re Sax, Barned v. S.*, 62 L. J. Ch. 688.

1356, after line 6, add: Though a trust for sale of realty be too remote, and the intended conversion therefore fails, the gift in favour of the persons who were intended to take the proceeds may be good as to the unconverted realty: *Goodier v. Edmunds*, W. N. (93) 99; 62 L. J. Ch. 649; *Re Daveron, Bowen v. Churchill*, W. N. (93) 123.

line 27, after *Re Randell, R. v. Dixon*, 38 Ch. D. 213, add: and see *Re Bowen, Lloyd-Phillips v. Davis*, (1893) 2 Ch. 491.

line 30, after *Christ's Hospital v. Grainger*, 1 M. & G. 460, add: *secus*, where an immediate gift to individuals is followed by an executory gift in favour of charity, or an immediate gift in favour of charity is followed by an executory gift to individuals: *Re Bowen, Lloyd-Phillips v. Davis*, (1893) 2 Ch. 491, 494.

line 7 from foot, after *Rous v. Jackson*, 29 Ch. D. 521, add: *Stuart v. Babington*, 27 L. R. Ir. 551.

1365, line 22, after *Robertson v. Broadbent*, 8 App. Cas. 12, add: Wms. Ex. 9th ed. 1019 *et seq.*

1367, after line 45, add: Under a devise of a freehold estate which was afterwards sold by the testator, who took a mortgage on it for part of the purchase-money, nothing passed to the devisee: *Re Clowes*, (1893) 1 Ch. 214.

1368, line 11 from foot, after *Re Johnstone's Settlement*, 14 Ch. D. 162, add: *Willett v. Finlay*, 29 L. R. Ir. 156.

line 40, after Wms. Ex. 8th ed. 1326, add: 9th ed. 1183.

1369, line 10, after *Watts v. W.*, 17 Eq. 217, add: *secus*, where the agreement for sale was informal and not binding on the testator: *Crowe v. Menton*, 28 L. R. Ir. 519.

line 36, after *Freme v. Clement*, 18 Ch. D. 499, add: nor a gift to a class: *Re Stanfield*, 15 Ch. D. 84; Wms. Ex. 9th ed. 1086.



PAGE

1369, after line 36, add: The section does not apply to gifts to children or grandchildren of the testator as a class, though in fact the class consists of a single individual: *Re Harvey, H. v. Gillow*, (1893) 1 Ch. 567; *Olney v. Bates*, 3 Drew. 319; *Browne v. Hammond*, Joh. 210.

1376, after line 4, add the following form:—

13. Annuity granted by Testator raised out of Estate—Tenant for Life and Remainderman.

DECLARE that with respect to the annuity of £180 per ann. granted to G. B. B. and E. M. B., his wife, and to the survivor, by an indenture &c., the sum of £744:13s. 9d., by the chief clerk's certificates, dated &c., certified to have been paid to the said G. B. B. out of income of the estate of the testator in respect of the said annuity, and all future payments of such annuity to the said G. B. B. and E. M. B. and the survivor of them, or the sum necessary to purchase an annuity in lieu of the said annuity ought to be raised or provided for by sale or mortgage of a sufficient part of the testator's estate. Tax costs. Let the following &c.:—16. An account of what further sums have been received by the Plts in respect of debts due to the testator at the date of his death, since the chief clerk's certificate, dated &c. 17. An account of what further sums have been paid by the Plts out of the income of the testator's estate in respect of debts due from the testator at the time of his death since the 21st of March, 1888. Let the Plts forthwith raise, with the approbation of the Judge, by sale or mortgage (or partly in either mode) of the freehold or leasehold property of the testator, the amount of the said costs when taxed, and also the said £744:13s. 9d., and such sum as may be necessary for the purpose of securing the future payments of the said annuity of £180 per ann.; And Let the Plts be at liberty to apply the sums so to be raised respectively by sale or mortgage as aforesaid in payment of the said costs when taxed, and in recouping to the income of the testator's estate the said £744:13s. 9d., and in the purchase of an annuity or otherwise securing the further payments of the said annuity of £180.—Adjourn further consideration.—Liberty to apply.—*In re Muffett, Jones v. Mason, Chitty, J.*, 1 Aug. 1888, A. 1168; *S. C.*, 39 Ch. D. 534.

1376, line 19, after *Re Taber, Arnold v. Kayess*, 51 L. J. Ch. 721, add: *Re Stratheden, Cowper v. Stratheden*, W. N. (93) 90; *Re Morgan, M. v. M.*, W. N. (93) 111.

line 24, after *Evans v. Walker*, 3 Ch. D. 211, add: *Wms. Ex.* 9th ed. 1060.

1377, line 16, delete paragraph beginning "In general an annuitant," and substitute: If the estate is insufficient, or the property subject to the annuity has to be realized, the annuitant is entitled to have the value of his annuity ascertained, and the amount of the valuation, or the amount properly apportioned in respect of such value, paid to him at once: *Wroughton v. Colquhoun*, 1 D. & S. 357; but, in the absence of special circumstances, the Court will not commute an annuity.

1379, line 17 from foot, after *Re Harrison, Townson v. H.*, 43 Ch. D. 55, add: but as to this case, and as to form of order, see *Re Bacon, Grissel v. Leathes*, 62 L. J. Ch. 445.

PAGE

1379, line 14 from foot, after *Miles v. Rowland*, W. N. (81) 26, add: *Re Tucker, T. v. T.*, (1893) 2 Ch. 323.

line 6 from foot, after *Todd v. Beilby*, 27 Beav. 354, add: *Re Bacon, Grissel v. Leathes*, 62 L. J. Ch. 445; *Re Tucker, T. v. T.*, (1893) 2 Ch. 323.

1380, after line 39, add: A perpetual rent-charge redeemable by a transfer to the trustees of a specified amount of £3 per cent. annuities may, by virtue of s. 25 (2) of the National Debt (Conversion) Act, 1888 (51 & 52 V. c. 2), be redeemed by a transfer to them of the specified amount of 2½ per Cent. Stock: *Northumberland (D. of) v. Percy*, (1893) 1 Ch. 298.

1381, line 5, after *Horton v. Hall*, 17 Eq. 437, add: *Re Bacon, Grissel v. Leathes*, 62 L. J. Ch. 445; though settled, if the Court in its discretion thinks fit so to order: *Re Tucker, T. v. T.*, (1893) 2 Ch. 323; observing on *Taylor v. T.*, 17 Eq. 324.

1382, line 13, after *Long v. Hughes*, M. R., 26 Feb., 1829, B. 1,028, instead of 1 Dr. & Sm. 364, read: 1 De G. & Sm. 364.

1391, after line 13, add: For case in which the whole of the dividends of their prospective shares were paid to two adult children of a woman aged 42, on their undertaking that the fund should remain until further order as security for the benefit of possible after-born children, see *Pilkington v. P.*, 29 L. R. Ir. 370.

1418, line 14, after *Anderson v. Read*, 22 W. R. 527, add: and where there was an immediate trust for conversion, with no power of postponement, the tenant for life was held entitled to the income until the actual conversion, if effected without undue delay: *Hope v. D'Hedouville*, (1893) 2 Ch. 361.

before last paragraph, add: 6. From property to be converted at a specified time, during the period necessarily intervening between that time and the actual conversion: *Hope v. D'Hedouville*, *sup.*

1422, line 3, after *Re Godden, Teague v. Fox*, delete W. N. (92) 155, and substitute: (1893) 1 Ch. 292 (applying the same principle to proceeds of working, previously to foreclosure, a colliery of which testator was mortgagee in possession).

line 7, after *Re Hengler, Frowde v. H.*, delete W. N. (92) 193, and substitute: (1893) 1 Ch. 586, 589.

after line 9, add: But the principle is inapplicable where a fund bequeathed by the will is directed to fall into residue: *Pigott v. P.*, W. N. (93) 115; *Re Flower, Matheson v. Goodwyn*, 63 L. T. N.S. 201.

CHAP. XLV.—Settlement.

1430, line 48, after *Hancock v. H.*, add: *Stevens v. Trevor-Garrick*, (1893) 2 Ch. 307.

1452, line 12 from foot, after "right to assume and bear arms," add: *Re Varley, Thornton v. V.*, 62 L. J. Ch. 652 (person entitled to actual possession).

1461, line 17 from foot, after *Armstrong v. A.*, 18 Eq. 541, add: But the trustee of a term cannot charge the tenant for life with costs of obtaining a transferee of the mortgage of the term: *Sewell v. Bishopp*, 62 L. J. Ch. 615.

1467, line 20, after *Simpson v. Bathurst*, 5 Ch. 193, add: without which a title cannot be made: *Re Bedingfield and Herring*, (1893) 2 Ch. 332.

line 29, after *Farwell*, Pow. 15, add: *Re Bedingfield and Herring*, (1893) 2 Ch. 332, where it was held that a good title, under a trust for sale with consent of tenant for life, could not be made unless the consent of his incumbrancers and trustee in bankruptcy was obtained, as well as that of himself.

PAGE

1468, last line, after *Whitby v. Mitchell*, 42 Ch. D. 494, add: *secus, semble*, where the condition being the sole motive for the appointment cannot be severed from it: *Re Perkins, P. v. Bagot*, (1893) 1 Ch. 283.

1469, line 28, for 25 & 26 V. c. 114, read: 24 & 25 V. c. 114.

1480, after line 37, add: And so a lease by a tenant for life under the Settled Land Act, which affected to grant a right of way over the lands of the mansion-house, and was not *bond fide*, and invalid, could not be treated as a valid contract for a lease without the easement: *Sutherland v. S.*, W. N. (93) 116.

1481, after line 48, add: but there is no jurisdiction to charge the interest of an infant tenant for life in remainder with the costs of rebuilding or repairing the mansion to be inhabited by the existing tenant for life: *Re De Tessier's Trusts, De T. v. De T.*, (1893) 1 Ch. 153; see also *Hurst v. H.*, 29 L. R. Ir. 219.

1482, after line 17, add: An equitable tenant for life is, since the Settled Land Act, 1882, entitled, if the estate and trustees can be adequately protected, to be let into possession and management of the land and to have the custody of the title deeds: *Re Wythes, West v. Wythes*, (1893) 2 Ch. 369.

after line 31, add: As to the right of an equitable tenant for life, since the Settled Land Act, 1882, to the custody of the title deeds on being let into possession, see *Re Wythes, West v. Wythes*, (1893) 2 Ch. 369.

1500, after line 8, add: A disentailing deed bars, under s. 15 of 3 & 4 W. 4, c. 74, all estates taking effect in defeasance of it, and this includes estates arising by virtue of a shifting limitation defeating the estate tail in a particular event, which happens during the life of the tenant for life, protector of the settlement: *Milbank v. Vane*, 68 L. T. N.S. 725; 62 L. J. Ch. 629; *Doe v. Earl of Scarborough*, 3 A. & E. 2, 897.

1503, line 4 from foot, after "several instruments," add: *ex. gr.*, a series of family settlements, under which the land stands limited to persons in succession: *Re Marquis of Ailesbury and Lord Iveagh*, (1893) 2 Ch. 345.

1504, line 3, after *Re Byng's Settled Estates*, (1892) 2 Ch. 219, add: and see *Re Marquis of Ailesbury and Lord Iveagh, sup.*

after line 24, add: The question whether land is settled land or not is to be determined by the state of facts and limitations of the settlement at the time when the settlement takes effect: *Re Marquis of Ailesbury and Lord Iveagh*, (1893) 2 Ch. 345, 355.

1507, before line 10 from foot, add: A jointress, whose rent-charge remains paid, has merely a charge, and not a concurrent interest, and the tenant for life can convey discharged from the jointure: *Re Marquis of Ailesbury and Lord Iveagh*, (1893) 2 Ch. 345, 357.

1508, before line 10 from foot, add: Where the interest of the tenant for life was to be suspended until debts of the testator were paid, it was held that, as the implied trust for payment of debts might be properly carried out by accumulating rents and profits, there was substantially a "trust for accumulation of income" for payment of debts within the clause: *Williams v. Jenkins*, (1893) 1 Ch. 700.

last line, after *Re Clitheroe Estate*, 28 Ch. D. 378; 31 Ch. Div. 135, add: and see *Williams v. Jenkins*, (1893) 1 Ch. 700.

1510, line 36, after *Re Thompson*, 21 L. R. Ir. 109, add: so also a proviso depriving him of the income of a fund in the event of his alienating his interest in the realty: *Re Ames, A. v. A.*, (1893) 2 Ch. 479.

1

2

PAGE

1510, after line 41, add: Where a will conferred a special power to make improvements out of money to be raised by the trustees and paid to the tenant for life, and repaid by annual sums to form a sinking fund, it was held that this provision did not tend to prevent the exercise of the statutory power, but that the tenant for life, continuing to act under the power, must continue the payments to the sinking fund: *Re Sudbury and Poynton Estates*, *Vernon v. V.*, 62 L. J. Ch. 539; 68 L. T. N.S. 707.

1511, after line 11, add: Section 11 of the Act of 1890 gives the tenant for life power to mortgage any part of the settled land in order to pay off incumbrances on any other part, notwithstanding that the proposed mortgage will have priority over annuities which are charged on the incumbered part, but if the proposed exercise of the power will unjustly prejudice the interests of the annuitants, the Court, having regard to sect. 53 (*v. sup.* p. 1510), will interfere by injunction: *Hampden v. E. of Buckinghamshire*, (1893) 2 Ch. 531; 68 L. T. N.S. 695; 62 L. J. Ch. 643.

1512, after Form 2, add the following form:

2A. Another Form.

UPON the application by originating summons of T., an infant (who is to be deemed to be tenant for life of the undivided one-third part of the real estate passing under the said will under the settlement thereof deemed to exist by reason of his infancy) by D., his next friend, and upon hearing the solrs for the applicant, and for T. and P. (*the proposed trustees*), and upon reading &c., Let T. and P. be appointed trustees of the said settlement for the purposes of the Settled Land Act, 1882, but such trustees are not, without the leave of the Judge, to exercise on behalf of the said infant the powers conferred by the said Act upon a tenant for life, except by concurring in a sale by auction of the real estate devised by the said will to the testator's three sons.—See *Re Taylor*, North, J., at Chambers, 28 Feb. 1893. B. 286.

As the Act in terms gives to the trustees appointed for the purposes of the Act authority to exercise on behalf of the infant the powers of a tenant for life, any order conferring lesser powers upon the trustees necessarily operates by way of limitation of the powers conferred by the Act. The better form of order therefore appears to be that given above, which does not purport to authorize any particular exercise of the statutory powers, but prohibits their exercise (except in the particular way intended) without the leave of the Court.

1518, after line 11, add: The power must be exercised with due regard to the provisions of sect. 53 (*v. sup.* p. 1510), and therefore a lease granted by the tenant for life to his wife for the purpose of conferring a benefit on her at the expense of his successors in title, was held invalid: *Sutherland v. S.*, W. N. (93) 116.

1522, after line 29, add: A lease affecting to grant a right of way over the lands occupied with the mansion-house was held invalid, notwithstanding the absence of an express prohibition in the section: *Sutherland v. S.*, W. N. (93) 116.

1523, after line 30, add: Upon a summons under this sub-section, nothing can be decided as against persons not parties to the contract: *Re Ailesbury Settled Estates*, W. N. (93) 140.

1577. This form was varied by
Simmons & Blandy 1597. C.R. vol I p. 19

PAGE

1524, after line 2, add: For a case in which it was held that, upon payment of the purchase-money to trustees of a settlement, the income of the investments would be applicable for payment of jointure rent-charges, see *Re Marquis of Ailesbury and Lord Iveagh*, (1893) 2 Ch. 345, 358.

1529, line 20, after *Re De Tessier's Settled Estates*, delete: W. N. (92) 163, and substitute: (1893) 1 Ch. 153.

last line, add: Under sect. 13 of the Act of 1890, there must be a present intention to let, if not an immediate prospect of letting, before expenditure of capital money in "additions to or alterations in buildings" will be authorized. The "rebuilding" mentioned in sub-sect. iv. will not include structural repairs, however extensive, and in calculating the annual rental for the purpose of the concluding proviso, income derived from capital money invested should be included: *Re De Tessier's Settled Estates*, *sup.*

at foot of page, add: The Act does not extend to alterations for the purpose of mere ornamentation, or to suit the private taste and convenience of the tenant for life: *Re Lord Gerard's Settled Estates*, W. N. (93) 126; explaining *Re Houghton Estate*, *sup.*

1530, after line 50, add: The Court has no power under sect. 26 of the Settled Land Act, 1882, to authorize payment for improvements out of capital money to arise in the future, when the trustees have no capital money in their hands: *Re Millard's Settled Estates* (C. A.), 41 W. R. 577; or under sect. 15 of the Settled Land Act, 1890, when the capital money is wholly insufficient to satisfy the proposed payments: *Re Marquis of Bristol's Settled Estates*, W. N. (93) 127.

CHAP. XLVI.—Partition and Sale.

1557, line 9 from foot, after the words "or laid out on the property with the Plt's concurrence," &c., add: or that of his predecessor in title: *Re Jones, Farrington v. Forrester*, (1893) 2 Ch. 461.

line 7 from foot, for "be charged," read: "is paid or allowed in account;" and after *Teasdale v. Sanderson*, 33 Beav. 534, add: *Re Jones, Farrington v. Forrester*, (1893) 2 Ch. 461, 477.

1558, line 38, delete: "but this decision has been questioned by Kekewich, J.," and substitute: but in *Catton v. Banks*, (1893) 2 Ch. 186, Kekewich, J., declined to follow this decision, and held, in a similar case, that only one set of costs in respect of each share should be allowed out of the fund in Court.

CHAP. XLVII.—Mortgages.

1577, after Form 4 bring in the following form:—

4A. *Receiver appointed—Credit given for Sum certain in order to avoid opening Foreclosure.*

LET a proper person be appointed to receive the rents and profits of the messuages and hereditaments comprised in the indenture of mortgage &c. [tenants to attorn: receiver to keep down interest and payments in respect of mortgaged hereditaments, and pass accounts as directed in schedule]; And Let &c. (as in Form 2, p. 1576), (1) An account &c.; And Let the following further account be taken, that is

^ shall be in the Rec's hands
at the date of the Cert^e and also
such a sum as

Simmons v. Blaudy.

97. 1. Ch. 19

to say—(2) An account of what is due to the Plts under and by virtue of the said indenture of mortgage &c., and for their costs in this action, to be taxed by the taxing master, and in taking such account what, if anything, the Plt shall have recovered under the aforesaid judgment, and also what, if anything, shall have been paid into Court by such receiver as aforesaid, and such a sum, if any, as the Plts shall submit to be charged with in respect of rents and profits (in the receiver's hands at the date of the Chief Clerk's certificate, or) to come into his hands prior to the order for foreclosure absolute, are to be deducted, and the balance due to the Plts is to be certified.—Usual consequential directions.—*Barber v. Jeckylls*, Kekewich, J., 13 May, 1893, A. 825; W. N. (93) 91.

PAGE

1582, line 12, after *Dymond v. Croft*, 3 Ch. D. 512, add: *Earl Poulett v. Viscount Hill*, (1893) 1 Ch. (C. A.) 277, 281, 282.

after line 34, add: As the order in Form 2, p. 1576, covers principal and interest down to the date of the certificate, it is improper for the mortgagee to bring a second action to recover any part of such interest: *Earl Poulett v. Viscount Hill*, (1893) 1 Ch. (C. A.) 277.

1588, line 21, in the heading of Form 14, after 15 & 16 V. c. 86, s. 48, add: (now 44 & 45 V. c. 41, s. 25).

1592, line 12 from foot, after to meet the costs of sale, add: and see *Norman v. Beaumont*, W. N. (93) 45, where the conduct was given to a puisne mortgagee on his paying into Court 10 per cent. on the valuation placed by him on the mortgaged property.

1604, after line 28, add: As mortgage by sect. 2 includes any "charge," the right to require a transfer on payment of the debt due from him extends to a holder of shares in a co. which are subject to a first and paramount lien for the debt: *Everett v. Automatic Weighing Co.*, (1892) 3 Ch. 506; 62 L. J. Ch. 241.

1605, after line 37, add: In the case of a joint and several covenant by mortgagor and surety for payment on demand, the statute does not run in favour of the surety until demand made: *Re Brown, B. v. B.*, (1893) 2 Ch. 300.

1606, line 14 from foot, after "keep the debt alive," insert: "not only"; and line 12 from foot, after *Re Hollingshead, H. v. Webster*, 37 Ch. D. 651, insert: but also against the assets of the mortgagor on his covenant to repay: *Dibb v. Walker*, (1893) 2 Ch. 429.

line 8 from foot, after *Burrell v. Earl of Egremont*, 7 Beav. 205, add: and so where husband (mortgagor) and wife (c. q. tr. of mortgage money) were living together and kept a common purse: *Re Hawes, Burchell v. H.*, 62 L. J. Ch. 463.

1612, line 11, after *Smith v. Barnes*, 1 Eq. 65, add: *Stewart v. S.*, 27 L. R. Ir. 331.

1615, line 8 from foot, after *Batten v. Dartmouth Harbour Commrs.*, 45 Ch. D. 612, add: *Carrick v. Wigan Tram Co.*, W. N. (93) 98.

1629, after line 23, add: The owner of a rent-charge is not in the same position as a mortgagee, and cannot obtain an injunction against waste by the terre-tenant: *Sandeman v. Rushton*, 61 L. J. Ch. 136; 66 L. T. N.S. 180.

full? in
see.
Rusk v
Sebright.
94 W.N. 134

PAGE

1651, line 3, after W. N. (86) 96, 196, add: but see *Chesten v. Wells*, (1893) 2 Ch. 151, where North, J., refused, in the absence of special circumstances, to add a direction similar to that in *Coleman v. Llewellyn*, and the Plt, asking for a personal order for payment, on default of appearance, had to produce an affidavit that since the filing of the statement of claim nothing had been received.

1654, after line 9, add: For order for absolute foreclosure enforcing, *inter alia*, a charging order on government stock, made in another action, by directing Deft to transfer the stock in default of payment, such direction for transfer not having been made in the order nisi, see *Ricketts v. R.*, 6 Feb. 1891, B. 136; S. C., W. N. (91) 29.

1658, line 16, after sup. p. 1656, add: *Jenkins v. Ridgley*, 41 W. R. 585; 68 L. T. N.S. 671.

1663, after line 16, add: Where the owner of deeds authorizes an agent to pledge them for a fixed sum, and the agent pledges them for a larger sum to a *bonâ fide* lender, the owner cannot redeem except on payment of the full amount: *Brocklesby v. Temperance Bldg. Soc.*, W. N. (93) 122; 9 Times L. R. 561.

line 5 from foot, after *Pulmer v. Locke*, 18 Ch. Div. 381, 390, add: *Re Stone's Will*, W. N. (93) 50.

1665, after line 26, add: Where a rent-charge was redeemable on transfer of consols, transfer of 2½ p. c. stock under the National Debt (Conversion) Act, 1888, s. 21, sub-s. 1, s. 25, sub-s. 2, was sufficient: *Duke of Northumberland v. Percy*, (1893) 1 Ch. 278; and so in the case of a stock mortgage: *Re Borough's Estate*, 31 L. R. Ir. 244.

1670, line 15, after *Jones v. Tower Furnishing Co.*, 61 L. T. N.S. 84, add: *secus*, where such receipt is intended to embody the terms of the bargain: *Re Hood*, 68 L. T. N.S. 591.

1673, before line 9 from foot, add: A valid bill of sale may be executed by the grantee as attorney for the grantor: *Furnivall v. Hudson*, (1893) 1 Ch. 335.

1677, line 33, after *Hickley v. Greenwood*, 25 Q. B. D. 277, add: or books in grantor's study, "1,800 volumes as per catalogue," not annexed or referred to in bill of sale, but only in schedule: *Davidson v. Carlton Bank*, 62 L. J. Q. B. 111.

1691, after line 19, add: There is nothing in the Railways Clauses Act, 1845, to render illegal the issue of debentures or debenture stock at a discount: *Webb v. Shropshire Railways Co.*, W. N. (93) 4, 132.

line 8 from foot, after "and as to priorities *inter se*," add: of successive issues of debentures, see *Lister v. Henry Lister & Son*, W. N. (93) 33; 62 L. J. Ch. 568; and

1692, after line 24, add: A debenture operating as a floating security may be a contract for an interest in land within sect. 4 of the Statute of Frauds: *Driver v. Broad*, (1893) 1 Q. B. (C. A.) 744.

after line 39, add: As to the validity and effect of a provision empowering a majority of debenture holders by extraordinary resolution to modify the rights of all, see *Follit v. Eddystone Granite Quarries*, (1892) 3 Ch. 75; *Re Dominion of Canada, &c. Co.*, 55 L. T. N.S. 347.

And as to meaning of the term "compromise" in such a provision, and that it applies only where there is a difficulty in the way of the debenture holders in enforcing their rights, see *Sneath v. Valley Gold, Ltd.*, (1893) 1 Ch. (C. A.) 477; *Mercantile Investment Co. v. International Co. of Mexico*, (1893) 1 Ch. (C. A.) 484, n.

The uncalled capital of a co. was held to be charged by a debenture extending to all the property, "assets" and revenues of the co.: *Page v. International Agency Trust*, W. N. (93) 32; 62 L. J. Ch. 610

PAGE

1708, after Form 4, bring in the following form:—

4A. *Lien on Shares for Debt due from Shareholder—Assignee—Transfer of Lien—Injunction.*

AND the Plt^y by his counsel undertaking at any time, on four days' notice, to pay to the Deft co. the amount for which they have the lien upon the shares as in the writ mentioned upon the Deft co., transferring such lien or charge to the Plt or such other person as he shall direct, and also undertaking as to damages; Let Deft co., their directors and agents, be restrained, until judgment or further order, from selling or transferring the shares in the capital of the Deft co. held and registered in the name of the Plt, or any of them, pursuant to the powers for those purposes conferred by their articles of association.—*Everett v. The Automatic Weighing Machine Co., Limited*, North, J., 11 Aug. 1892, A. 1328; S. C., (1892) 3 Ch. 506.

1721, line 29, for O. LVI. 1, 1a, 22, read O. LXI. 1, 1a, 22.

1741, line 15 from foot, after *Re Dunlop, D. v. D.*, add: and see *Gray v. Stone*, W. N. (93) 133.

line 5 from foot, after *Trumper v. T.*, 14 Eq. 295, add: *Flint v. Howard*, (1893) 2 Ch. (C. A.) 54.

1742, line 19, after *Gibson v. Seagrim*, 20 Beav. 614, add: The principle to be deduced from these cases is that the right of a subsequent mortgagee of one of two estates to marshall is an equity which is not enforced against anyone except the mortgagor, his represves, and persons claiming as volunteers under him. It is not enforced against a mortgagee or purchaser of the other estate, but if both estates are subject to separate second mortgages the Court apportiones the first mortgage between them: *Flint v. Howard*, (1893) 2 Ch. (C. A.) 54, 73, per Kay, L. J.

In the case of a conveyance for value (as distinguished from a voluntary conveyance: see *Ker v. Ker*, I. R. 4 Eq. 15), a covenant for further assurance imports relief from incumbrances, and entitles a grantee of a part of land which is subject to an incumbrance to throw such incumbrance on the other part: *Re Jones, Farrington v. Forrester*, (1893) 2 Ch. 461, 474.

1748, line 21, after *Re Ingham, Jones v. Ingham*, 62 L. J. Ch. 100, add: (1893) 1 Ch. 352.

1749, line 3 from foot, after *Simmons v. London Joint Stock Bank*, (1891) 1 Ch. (C. A.) 270, add: (1892) A. C. 201; *Thomson v. Clydesdale Bank*, (1893) A. C. 282, 289, 293.

1751, line 3, from foot, after (1891) 2 Ch. 599, add: *Powell v. London and Provincial Bank*, (1893) 1 Ch. 610; aff. W. N. (93) 82.

line 5 from foot, after *Nanney v. Morgan*, 37 Ch. Div. 346, add: *Powell v. London and Provincial Bank*, (1893) 1 Ch. 610.

at foot, after *Venables v. Baring*, (1892) 3 Ch. 527, add: *Bentinck v. London Jt. Stock Bank*, (1893) 2 Ch. 120.

1752, line 18, delete *London Joint Stock Bank v. Simmons*, (1892) C. A. 201, and substitute: *Simmons v. London Joint Stock Bank*, (1892) A. C. 201.

PAGE

- 1752**, line 20, after *Marshall v. National Prov. Bk., &c.*, add: *Waterhouse v. Bank of Ireland*, 29 L. R. Ir. 384, where Plts, who had handed over share certificates with indorsed transfers signed by them in blank were estopped from asserting ownership as against *bonâ fide* transferees for value without notice; and see *Thomson v. Clydesdale Bank*, (1893) A. C. 282.
- line 21, after 66 L. T. N.S. 525, add: *Bentinck v. London Jt. Stock Bank*, (1893) 2 Ch. 120; *Collis v. Hibernian Bank*, 31 L. R. Ir. 261.
- line 25 from foot, after reference to *Société Générale de Paris v. Tramways Union Co.*, add: and see *Powell v. London and Provincial Bank*, (1893) 2 Ch. (C. A.) 555.
- 1753**, line 16, for Land Drainage Act, 1881, read Land Drainage Act, 1861.
- after line 39, add: A memorandum of agreement for sale of land with buildings, when completed, is not an "assurance" or a "memorandum of charge" capable of registration within the Yorkshire Registries Act, 1884 (47 & 48 V. c. 54): *Rodger v. Harrison*, (1893) 1 Q. B. (C. A.) 161.
- 1755**, line 24, after *Manners v. Mew*, 29 Ch. D. 725, add: *Re Ingham, Jones v. Ingham*, (1893) 1 Ch. 352.
- 1756**, line 2, from foot of page, after 39 Ch. Div. 238, add: *Powell v. London and Provincial Bank*, (1893) 1 Ch. 610, 616 (S. C., (1893) 2 Ch. (C. A.) 555), where Wright, J., said that the exceptions to the general rule suggested in these cases might perhaps be stated thus: "The transferee must not get in the legal estate from a person whom he knows, or ought to know, to be a trustee of the estate upon express trusts for a prior incumbrancer."
- 1761**, line 21, after *Scottish Widows' Fund v. Craig, &c.*, add: *Re Tucker, T. v. T.*, (1893) 2 Ch. 323.
- 1767**, line 18, delete: "seem" and substitute: "so."
- line 19, after *Bradbury v. Wild*, delete: W. N. (92) 184, and substitute: (1893) 1 Ch. 377; and see *Pepe v. City and Suburban Bldg. Soc.*, (1893) 2 Ch. 311.
- 1771**, line 36, after *Re Middlesborough, Redcar, and Saltburn Bldg. Soc.*, 58 L. J. Ch. 771, add: *Re Britannia Bldg. Soc.*, 65 L. T. N.S. 196.
- after line 38, add: As to the liability of advanced members in a winding-up where there are outside creditors to be placed on the list of contributories, and to repay immediately their future instalments, see *London Prov. Bldg. Soc. v. Morgan*, (1893) 2 Q. B. 266.
- after line 45, add: As to the rights, in the case of a winding-up, of holders of preference shares at a guaranteed rate of interest who were not liable for losses nor participant in profits, see *Re Reliance Bldg. Soc.*, 61 L. J. Ch. 453; 66 L. T. N.S. 823.
- line 40, after *Sibun v. Pearce*, 44 Ch. Div. 354, add: and, as members, are bound by alterations in the rules duly made after notice of withdrawal given: *Pepe v. City and Suburban Bldg. Soc.*, (1893) 2 Ch. 311; *Davis v. Second Chatham Bldg. Soc.*, 61 L. T. N.S. 680.

CHAP. XLVIII.—Suretyship.

- 1784**, after line 8, add: And it has been held by Wright, J., that the right arises though the surety has paid nothing, if judgment has gone against him, or a claim been allowed in an administration action against his executor: *Wolmerhausen v. Gullick*, (1893) 2 Ch. 514.
- 1786**, after line 2, add:
- Statute of Limitations.*—The statute does not run against a surety suing a co-surety for contribution until the liability of the surety is ascertained by establishment of the claim of the creditor against him: *Wolmerhausen v. Gullick*, (1893) 2 Ch. 514.

1

2

PAGE

- 1790, line 13, *after Kearsley v. Cole*, 16 M. & W. 128, *add*: and novation of the debt of the principal debtor necessarily operates as a complete release of the surety: *Commercial Bank of Tasmania v. Jones*, (1893) A. C. 313.

CHAP. XLIX.—Partnership.

- 1822, *after* line 29, *add*: As to what is a sufficient novation of debt with the continuing partner to discharge the estate of the deceased, see *Re Head*, W. N. (93) 138.
- 1825, line 39, *after Re Stone*, 33 Ch. D. 541, *add*: and see *Re Hildesheim*, W. N. (93) 137.
- 1831, line 9 from foot, *after* the word “But,” *add*: “the question is one of contract: *Re Wilson, W. v. Holloway*, (1893) 2 Ch. 340; and”

CHAP. L.—Specific Performance.

- 1857, line 8, *after Reeve v. Berridge*, 20 Q. B. Div. 523, *add*: *Midgley v. Smith*, W. N. (93) 120.
- 1860, line 21, *after* Form 1, *add the following note*: The words “in case the parties differ” in the direction as to the conveyance, may be advantageously omitted where difficulty in enforcing the order is apprehended.
- 1872, line 21, *after* Lewin, 497, *add*: and see *Re Hetling, H. v. Merton*, W. N. (93) 78, 122; 68 L. T. N.S. 749.
- 1875, line 34, *delete* this paragraph, and *substitute*: Formerly, where the certificate was against the title, a suit by the purchaser was dismissed on further consideration, without costs, and without prejudice to his right to bring an action at law for damages; but now, under the jurisdiction to award damages, an order may be made in favour of the Plt for return of deposit, with interest at 4 per cent., costs of agreement, and investigation of title, and costs of action: *Pearl Life Ass. Co. v. Battenshaw*, W. N. (93) 123.
- 1885, line 26, *after Re Yielding and Westbrook*, 31 Ch. D. 344, *add*: (but as to the latter point, *qu.*, it appearing from Reg. Lib., 18 Jan. 1886, B. 37, that in the case cited the Court did not, in fact, make an order charging the vendor's interest; see, however, *Re Priestly and Davidson*, 31 L. R. Ir. 122, where, following *Re Yielding and Westbrook*, the Court charged on the vendor's interest the costs of the application, and the deposit with interest at 4 per cent.)
- 1905, line 37, *after Baker v. Williams*, W. N. (93) 14; *add*: 68 L. T. N.S. 634.

CHAP. LI.—Specific Relief.

- 1924, *before* line 5 from foot, *add*: And where there is no contractual relation between Plt and Deft no action will lie for damages in respect of untrue statements made negligently but not fraudulently: *Le Lievre v. Gould*, (1893) 1 Q. B. (C. A.) 491.
- 1941, *before* line 17 from foot, *add*: For a case in which a device to enable promoters to accept a gift, by inserting their names as nominal vendors to the co., was held ineffectual, see *Re Westmoreland Green and Blue Slate Co., Bland's case*, (1893) 2 Ch. 612.
- 1946, line 11, *after Hoghton v. H.*, 15 Beav. 299, *add*: *Wheeler v. Sargeant*, W. N. (93) 128.
- 1959, *after* line 18, and *before* Form 1, *insert* the following:—The law on this subject has now been entirely altered by the provisions of the Voluntary Conveyances Act, 1893 (stated below), and the forms and notes which follow must be treated as applicable only to cases in which the purchase for value has occurred, within the meaning of sect. 2 of the Act, before the date of the passing of the Act, viz., June 29th, 1893.

PAGE

1962, after line 15, insert the following:—

VOLUNTARY CONVEYANCES ACT, 1893 (56 & 57 V. c. 21).

By this Act it is enacted as follows:—

Sect. 2. Subject as hereinafter mentioned, no conveyance of any lands, tenements or hereditaments, whether made before or after the passing of this Act, if in fact made *bonâ fide* and without any fraudulent intent, shall hereafter be deemed fraudulent or covinous within the meaning of the Act 27 Eliz. c. 4, by reason of any subsequent purchase for value, or be defeated under any of the provisions of the said Act by a conveyance made upon any such purchase, any rule of law notwithstanding.

Sect. 3. This Act does not apply in any case in which the author of a voluntary conveyance of any lands, tenements or hereditaments has subsequently, but before the passing of this Act, disposed of or dealt with the same lands, tenements or hereditaments to or in favour of a purchaser for value.

Sect. 4. The expression "conveyance" includes every mode of disposition mentioned or referred to in the said Act of Elizabeth.

The words of sect. 3 appear to be wide enough to include a case in which the voluntary settlor has entered into, but has not completed, at the date of the passing of the Act, a binding contract for sale.

1977, at top of page, insert: A notice under the sub-section is good though it does not require payment of compensation in money: *Lock v. Pearce*, (1893) 2 Ch. 271, 328.

before line 24 from foot, add: Under the provision in sect. 4 of the Act of 1892, enabling an underlessee, either in the lessor's action, or in an action brought by himself for that purpose, to apply for a vesting order, such application may be made by defence and counterclaim in the lessor's action: *Sir Roger Cholmeley's School v. Sewell*, (1893) 2 Q. B. 254.

CHAP. LII.—Patents and Trade Marks.

1984, line 5 from foot, after *Steers v. Rogers*, (1892) 2 Ch. (C. A.) 13, add: (1893) A. C. 232.

1992, line 20, for *Jay v. Sadler*, read *Jay v. Ladler*.

line 26, after *Re Hayward & Co.*, 54 L. J. Ch. 1003, add: nor words placed merely on the packing cases in which bottles are sent out, and not on the bottles themselves: *Re Powell's Trade Mark*, (1893) 2 Ch. (C. A.) 388.

1994, line 4, delete *Re Powell*, W. N. (93) 24, 78, and substitute: *Re Powell's Trade Mark*, (1893) 2 Ch. (C. A.) 388, 406.

line 16, after *Wood v. Lambert*, 32 Ch. D. 247, add: and see *Re Dexter*, (1893) 2 Ch. 262.

1998, line 29, after *Hammond & Co. v. Malcolm, Brunner & Co.*, 9 Rep. Pat. Cas. 301, add: *Re Dexter*, (1893) 2 Ch. 262.

2001, line 11 from foot, delete: and see *Re Powell*, W. N. (93) 24, 78, and substitute: or will otherwise be substantially damaged if the mark remains on the register: *Re Powell's Trade Mark*, (1893) 2 Ch. (C. A.) 388, 406.

2002, at foot of page, add: A mark will not be removed merely because the registration of it might have been successfully opposed by other traders who were then using it, but have subsequently abandoned the use: *Paine v. Daniells*, (1893) 2 Ch. (C. A.) 567; *q. v.* as to the principles on which the discretion of the Court will be exercised.

CHAP. LIII.—Lands Clauses Consolidation Act, 1845.

2006, before line 2 from foot, add: As to the proper mode of assessing compensation to the owner of a public-house, which is let on lease, see *Belton v. London County Council*, 62 L. J. Q. B. 222.

PAGE

2039, after line 35, add: For cases in which the costs incurred on petition were limited to those which would have been incurred on summons, see *A. G. v. St. John's Hospital, Bath*, 62 L. J. Ch. 707; *Re Curate of Bilston, sup.* pp. 2021, 2022.

2045, line 40, after 25 L. R. Ir. 265, add: *Re City of Dublin Junction Railways, Exp. Kelly*, 31 L. R. Ir. 137.

CHAP. LV.—Parliamentary Deposits.

2054, after Form 3, add the following form:—

3A. Payment to Surviving Depositors after Advertisements, and without further Public Notice.

THE application by originating summons &c. of G. S. and H. B., the survivors of the depositors, of the sums the balance of which is now represented by the New Consols in Court in the schedule hereto mentioned, and the petition of the said surviving depositors, by direction of the Court preferred unto this Court, and upon hearing counsel &c.; And upon reading the said summons and petition, the former of which is signed by the surviving depositors, &c., the "London Gazette," and other newspapers containing advertisements inviting any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement, construction or abandonment of the above-mentioned undertaking, or any portion thereof, or who have been subjected to injury or loss in consequence of any compulsory powers of taking property given in connexion with the said undertaking, and have received no compensation, or inadequate compensation, for such injury or loss, to send in their claims and the certificate of the fund; this Court being satisfied that no such compensation is payable, and not thinking fit to direct any further public notice, doth order that the funds in Court be dealt with as directed in the schedule hereto, the transfer thereby directed to the said E. S. being made to him as the person nominated in that behalf by the surviving depositors.—[Add Payment Schedule, Form No. 35.]—*Re Hull, Barnsley and West Riding Junction Ry. and Dock Bill*, Chitty, J., 3 May, 1893. A. 1028.

2060, line 22 from foot, after the word "distinction," add: "formerly taken;" and 3 lines below, after June 9th, 1893, add: 62 L. J. Ch. 668; *Re Manchester, Middleton and District Tram. Co.*, (1893) 2 Ch. 638 (the case of a "paper company" as against which none of the claimants were entitled to rank as creditors).

CHAP. LVI.—Companies.

2072, line 7 from foot, after *Re Ocean Queen Steamship Co.*, insert: (1893) 2 Ch. 666.

2075, line 16, after "to register under the Act of 1862," add: but see *In re Nitro-Phosphate, &c. Manure Co.*, W. N. (93) 141, where it was held that a limited company, formed and registered under the Joint Stock Companies Act, was, by virtue of sect. 176 of the Companies Act, 1862, brought within the Act of 1890.

2076, line 11, after *Re Mining Shares Investment Co.*, insert: (1893) 2 Ch. 660.

TABLE OF STATUTES.

*The * indicates the page at which a section is referred to in extenso.*

-
- | | |
|---|---|
| 29 Hen. III. c. 4 (Statute of Merton)..
808. | 2 Will. & Mary (Penalties), sess. 1,
c. 5, s. 4..84. |
| 6 Edw. I. c. 1 (Statute of Gloucester)..
808. | 4 & 5 Will. & Mary, c. 16 (Clandes-
tine Mortgages)..1599. |
| 13 Edw. I.
c. 18 (Writ of Elegit)..376.
c. 34 (Westminster 2nd)..808. | 8 & 9 Will. III. c. 31 (Partition)..1550 |
| 6 Hen. VI. c. 16..1386. | 9 & 10 Will. III. c. 15 (Arbitration)..
352, 353. |
| 10 Hen. VIII.
c. 8..1386.
c. 10..1386. | 2 & 3 Anne, c. 4 (Yorkshire Registry)..
1752. |
| 27 Hen. VIII. c. 10 (Statute of Uses)..
810. | 3 & 4 Anne, c. 18..1550. |
| 31 Hen. VIII. c. 1 (Partition)..1549,
1550. | 4 Anne, c. 16 (Amendment of Law),
s. 10..1631. |
| 32 Hen. VIII. c. 9 (Champerty), s. 2..
1978. | 4 & 5 Anne, c. 16 (Account, co-tenants),
s. 27..1157. |
| 2 & 3 Edw. VI. c. 13 (Tithes), s. 14..
689. | 5 Anne, c. 18 (Yorkshire Registry)..
1752. |
| 13 Eliz.
c. 5 (Fraudulent Conveyances)..84,
1676, 1954, 1955, 1960; s. 5..1955. | 6 Anne,
c. 2 (Irish Registry)..1752, 1754.
c. 18 (Estates for Lives; Production
of <i>c. q. vie</i>)..1494; s. 1..1495;
ss. 2—5..1496. |
| c. 10 (Ecclesiastical Corporations)..
1121. | c. 35 (East Riding Registry)..1752. |
| c. 20 (Leases of Benefices)..665, 1665. | 7 Anne, c. 20 (Middlesex Registry Act)
1752. |
| 14 Eliz. c. 11 (Leases)..1121. | 1 Geo. I. st. 2, c. 10 (Infants' Leases),
s. 9..876. |
| 18 Eliz. c. 11 (Leases)..1121. | 2 Geo. II. c. 22 (Set-off)..1160. |
| 27 Eliz. c. 4 (Fraudulent Conveyances)
..777, 1138, 1722, 1959, 1960. | 5 Geo. II. c. 28 (Landlord and Tenant)
..660. |
| 43 Eliz. c. 4 (Charitable Uses)..1114,
1139. | 4 Geo. II. c. 7 (Executors, Colonial
Asset), s. 4..1200. |
| 21 Jac. I.
c. 3 (Monopolies)..551. | 7 Geo. II. c. 8 (Stock-jobbing)..84. |
| c. 16 (Limitation Act, 1623), s. 3..
940, 944, 1165, 1223; s. 7..751. | 8 Geo. II.
c. 2 (North Riding Registry)..1752.
c. 13 (Engraving Copyright Act,
Hogarth's)..580. |
| 12 Car. II. c. 24 (Guardian)..846, 847. | c. 24 (Set-off)..1160. |
| 22 & 23 Car. II. c. 10 (Statute of Distri-
bution)..1328; s. 3..1243; s. 5..
1461. | 9 Geo. II.
c. 20 (Mortgages), ss. 1—3..1586. |
| 29 Car. II. c. 2 (Statute of Frauds)..
1670, 1703; s. 2..675; s. 4..1838,
1839; s. 5..1839. | c. 36 (Mortmain)..1100, 1124, 1136,
1143, 1145; s. 2..1146; s. 3..1138;
s. 6..1145. |
| 1 Jac. II. c. 17 (Distribution), s. 7..
1328. | 11 Geo. II. c. 19 (Distress for Rent Act)
..84, 674, 1482. |
-

- 17 Geo. II.
 c. 29 (Foundling Hospital)..1146.
 c. 38 (Poor)..1200.
- 24 Geo. II. c. 23 (Calendar (New Style) Act)..4.
- 26 Geo. II.
 c. 22 (British Museum), s. 14..1145.
 c. 33 (Clandestine Marriages), s. 3..842.
- 29 Geo. II. c. 36..517.
- 7 Geo. III. c. 38 (Engraving Copyright Act)..581.
- 11 & 12 Geo. III. c. 10..1607.
- 13 Geo. III. 63 (East India Company Act)..90.
- 17 Geo. III. c. 57 (Prints Copyright Act)..581.
- 19 Geo. III. c. 23 (Bath Infirmary)..1146.
- 30 Geo. III. c. 82..865.
- 36 Geo. III. c. 52 (Legacy Duty Act)
 ..201, 204, 205, 274, 843, 1016;
 s. 32..859.
- 38 Geo. III. c. 87 (Executors, Infants)
 ..1192; ss. 1—3..1191; ss. 6, 7..1192.
- 39 & 40 Geo. III.
 c. 36 (Bank of England)..617, 619.
 c. 73 (Legacy Duty)..1093.
 c. 98 (Thellusson Act)..1268, 1348, 1461; s. 2..1461.
- 41 Geo. III. c. 90 (Crown Debts Act)..170, 990.
- 43 Geo. III.
 c. 84 (Ecclesiastical Benefices)..665, 1665.
 c. 107 (Queen Anne's Bounty)..1146.
 c. 108 (Glebes)..1125, 1126, 1136, 1142, 1143, 1146, 1147.
- 45 Geo. III. c. 28 (Stamps), s. 7..859.
- 46 Geo. III. c. 37 (Witnesses)..84.
- 47 Geo. III. c. 25 (Army)..469.
- 51 Geo. III.
 c. 105 (Royal Naval Asylum)..1146.
 c. 115 (Church Building)..1138; s. 2..1146.
- 52 Geo. III. c. 101 (Charities; Sir Sam. Romilly's)..1085, 1095, 1096, 1099, 1113, 1118; s. 1..1098; s. 2..1098.
- 53 Geo. III.
 c. 24 (Administration of Justice), s. 2, 170.
 c. 141 (Annuities)..1760.
- 54 Geo. III. c. 56 (Protection to Sculpture)..582 (*Add.*).
- 55 Geo. III.
 c. 184 (Stamp Act)..204, 1093, 1194, 1195, 1307.
 c. 192 (Copyholds)..1343.
- 56 Geo. III.
 c. 56 (Charitable Legacies, Ireland)..1094, 1141.
 c. 60 (Unclaimed Dividends)..2088, 2089.
- 57 Geo. III.
 c. 22 (Constables, Ireland), s. 51..1200.
 c. xxx. (Metropolitan Paving Act)
 ..595, 604.
 c. 99 (Ecclesiastical Benefices)..665, 1665.
- 58 Geo. III. c. 91..1117.
- 3 Geo. IV. c. 92 (Annuities)..1760.
- 4 Geo. IV.
 c. 76 (Marriage Act)..903, 905, 1388;
 s. 14..906; s. 16..842, 906; s. 17
 ..903, 904, 906; s. 23..904, 906,
 907; s. 24..906.
 c. 83 (Factors Act)..1665.
- 5 Geo. IV. c. 111 (Chancery, Ireland)..170.
- 6 Geo. IV.
 c. 87 (Scotland, Entail), s. 20..98.
 c. 94 (Factors Act)..1665.
- 7 Geo. IV.
 c. 46 (Bankers), s. 9..103.
 c. 77 (Annuities)..1760.
- 9 Geo. IV.
 c. 14 (Limitations)..1165; s. 4..1160; s. 5..835, 836; s. 9..1222.
 c. 33 (India, Law)..1200.
- 10 Geo. IV.
 c. 7 (Roman Catholic Relief Act)..1103.
 c. 56 (Friendly Societies), s. 37..1769.
- 11 Geo. IV. c. 1..830, 860.
- 1 Will. IV.
 c. 21 (Prohibition)..690; s. 1..694.
 c. 36 (Contempt of Court Act)..381, 395.
 c. 40 (Executors and Administrators)
 ..1353.
 c. 46 (Illusory Appointments)..1469.
 c. 47 (Debts Recovery Act), s. 10..830; s. 11..830, 831; s. 12..831, 1068.
 c. 68 (Interpleader)..440.
- 1 Will. IV. c. 65 (Infants, &c., Lord St. Leonards), s. 12..275, 873, 876; s. 14..874, 876; s. 15..876;

- s. 16..275, 876; s. 17..275, 874, 875, 876, 877; s. 18..876; ss. 25, 26..876; s. 32..859, 860, 1043; ss. 35, 44..859.
- 2 & 3 Will. IV.**
 c. 57 (Charities)..1099.
 c. 71 (Prescription Act, Lord Tenterden), s. 2..493, 501; s. 3..350, 493, 494.
 c. 87 (Registry of Deeds (Ireland) Act)..1752.
 c. 93 (Ecclesiastical Courts)..170, 171, 393.
 c. 115 (Roman Catholic Charities Act)..1102.
- 3 & 4 Will. IV.**
 c. 15 (Dramatic Copyright Act)..84, 224.
 c. 27..(Real Property Limitation Act)
 ..808, 1120, 1166, 1255, 1606, 1772;
 s. 2..1220, 1605; s. 3..1220; s. 6
 ..1223; s. 16..1606; s. 24..1605;
 s. 25..980, 1257, 1761; s. 26..
 1222, 1926; s. 28..1605, 1606;
 s. 34..1607; s. 36..1550; s. 40..
 *1220, 1221, 1256, 1605, 1607; s. 41
 ..1221; s. 42..1221, 1265, 1378,
 1610, 1611, 1761.
 c. 42 (Limitations)..1606, 1610; s. 2
 ..436, 1225; s. 3..1221, 1605,
 1610, 1611; s. 4..1605; s. 5..
 1221; s. 28..*1181, 1182, 1206,
 1379; s. 29..1181; s. 39..353,
 354; ss. 39—41..353.
 c. 74 (Fines and Recoveries Act)..
 763, 790; s. 1..1499; ss. 15—21..
 1498; s. 19..1499; s. 22..1498;
 s. 33..1496, 1497, 1498; s. 38..1498,
 1499, 1587; s. 39..1498; s. 40..
 1499, 1587; s. 47..1440, 1498,
 1837, 1913; s. 48..1496, 1497, 1498;
 s. 49..1496, 1498; ss. 56—73..
 1587; s. 62..1587; s. 71..1497,
 1498, 1499; s. 79..1045; ss. 84—
 88..786; s. 84..790; s. 91..789,
 791, 792, 900.
 c. 104 (Debt, Sir J. Romilly)..1200,
 1203, 1207, 1285, 1407, 1704, 1757;
 s. 3..1407.
 c. 105 (Dower Act)..809, 1351, 1602.
 c. 106 (Inheritance Act)..1408.
- 4 & 5 Will. IV.**
 c. 22 (Apportionment Act)..1482.
 c. 24 (Superannuation Act), s. 30..
 350.
 c. 29 (Irish Securities)..1003.
 c. 38, s. 1..1146.
- 5 & 6 Will. IV.**
 c. 62 (Statutory Declarations Act),
 ss. 14, 15, 16, 18..202.
 c. 69 (Union and Parish Property Act)
 ..2047.
 c. 76 (Municipal Corporations)..1100;
 s. 2..1093; s. 71..1102; s. 92..
 1123.
 c. 83 (Patents)..1985.
- 6 & 7 Will. IV.**
 c. 7, s. 4..1146.
 c. 20, s. 6..1146.
 c. 32 (Benefit Building Societies)..
 1765; s. 5..1767, 1769.
 c. 70 (School Sites), s. 3..1100.
 c. 79 (Trinity House)..2047.
 c. 86 (Births and Deaths Registration
 Act), s. 38..129, 136.

1837.

- 1 Vict. c. 22 (Births and Deaths Regis-
 tration Act)..90.**
 c. 26 (Wills Act)..134, 781, 869, 1188,
 1657.
 s. 7..846, 869.
 s. 10..1469.
 s. 15..998, 1353.
 s. 24..781, 1366.
 s. 27..1253.
 s. 33..1324, 1369.
 c. 28 (Real Property Limitation Act)
 ..1605.

1838.

- 1 & 2 Vict.**
 c. 110 (Judgments Act)..423, 665,
 667, 968, 1584, 1607, 1608,
 1719, 1723, 1758.
 s. 11..1719.
 s. 12..423.
 s. 13..1583, 1719, 1723.
 s. 14..423, 426, 427, 428, 429.
 s. 15..426, 427.
 s. 17..265, 1104, 1181, 1608, 1719.
 s. 18..161, 265, 286, 427, 1719,
 1720.
 s. 19..161, 1720.
 s. 92..689, 1206.
 c. 117 (Private Bill Deposits),
 s. 2..2057.
 s. 3..2057.

1839.

2 & 3 Vict.

- c. 11 (Judgments Act)..1754.
 - s. 4..161, 1200, 1720.
- c. 54 (Custody of Infants)..780, 878, 884.
- c. 60 (Debts Recovery Act)..1068.
 - s. 1..831, 1068.
- c. 67 (Patents)..1985.
- c. 93 (County Police Act)..1144.

1840.

3 & 4 Vict.

- c. 77 (Grammar Schools Act)..1096.
 - s. 24..1097.
- c. 82 (Judgments Act)..423.
 - s. 1..426, 427, 429.
 - s. 2..161, 1720.
- c. 86 (Church Discipline Act)..690.
- c. 88 (County Police Act)..1144.
- c. 92 (Registration of Births)..137.

1841.

4 & 5 Vict.

- c. 35 (Copyhold Act)..1550.
 - s. 11..870.
- c. 38 (School Sites Act)..1137, 1138.
 - s. 7..1100.

1842.

5 Vict.

- c. 5 (Distringas),
 - s. 4..617, 618, 619.
 - s. 5..427.
 - s. 22..170.
- c. 35 (Property Tax),
 - s. 61..1148.
 - s. 108..1378.
- c. 39 (Factors Act)..1665, 1666, 1667.
 - s. 7..1667.
- c. 45 (Copyright Act)..578, 579, 581.
 - s. 2..581 (*Add.*), 582.
 - s. 6..570.
 - s. 17..577.
 - s. 18..579 (*Add.*), 580, 581.
 - ss. 20—22..581.
 - s. 24..578, 582.
- c. 69 (Evidence)..96.
- c. 82 (Legacies, Ireland)..1094, 1141.
- c. 94 (Defence Act)..2082.
 - s. 9..2082.
 - s. 25..2082.
 - s. 26..2081, 2082.
- c. 100 (Copyright of Designs)..575, 580.

1843.

6 & 7 Vict.

- c. 37 (New Parishes Act)..1146.
- c. 73 (Solicitors Act)..84, 234, 243, 275.
 - s. 2..951.
 - s. 26..271, 951.
 - s. 32..722, 940, 951.
 - s. 37..230, 231, 234, 235, 237, 240, 241, 243, 244, 937, 943.
 - s. 38..235 (*Add.*), 249, 251, 252.
 - s. 39..250, 251.
 - s. 40..251.
 - s. 41..240, 247, 248, 252.
- c. 85 (Evidence)..907.

1844.

7 & 8 Vict.

- c. 12 (International Copyright Act)..579.
- c. 37 (Schools Sites Act)..1137.
- c. 45 (Nonconformists Chapels Act)..1101.
 - s. 2..1093.
- c. 66 (Aliens), s. 16..1337.
- c. 69 (Judicial Committee)..1985.
- c. 85 (Railways Regulation Act), s. 19..1693.
- c. 97 (Charitable Donations and Bequests, Ireland, Act)..1137, 1145.
- c. 101 (Poor Law Amendment Act),
 - s. 27..912.
 - s. 73..1121, 1137.

1845.

8 & 9 Vict.

- c. 16 (Companies Clauses)..1144, 1681, 1692.
 - s. 18..1920.
 - s. 38..976.
 - ss. 45, 63..71.
 - ss. 53, 54..663.
 - s. 121..605.
- c. 18 (Lands Clauses)..274, 358, 1718, 2005.
 - s. 1..2046.
 - s. 3..805, 2033.
 - s. 7..2029.
 - s. 11..656.
 - s. 16..604, 2010.
 - s. 18..2005.
 - s. 22..2005.

8 & 9 Vict. c. 18,

- s. 23..2005.
- s. 24..2005.
- s. 25..2007.
- s. 26..2007.
- s. 27..2007.
- s. 28..2007.
- s. 29..2007.
- s. 30..2007.
- s. 31..2007.
- s. 32..2007.
- s. 33..2007.
- s. 34..2007.
- s. 35..2007.
- s. 36..2007.
- s. 37..2007.
- s. 38..2007.
- s. 39..2007.
- s. 40..2007.
- s. 41..2007.
- s. 42..2007.
- s. 43..2007.
- s. 44..2007.
- s. 45..2007.
- s. 46..2007.
- s. 47..2007.
- s. 48..2007.
- s. 49..2007.
- s. 50..2007.
- s. 51..2007.
- s. 52..2007, 2008.
- s. 53..2007.
- s. 54..2007.
- s. 55..2007.
- s. 56..2007.
- s. 57..2007.
- s. 68...604, 2005, 2006.
- s. 69..870, 1110, 2012, 2013, 2014,
2015, 2016, 2017, 2018,
2019, 2020, 2022, 2023,
2024, 2025, 2026, 2027,
2028.
- s. 70..2011, 2012, 2013, 2014,
2015, 2016, 2019.
- s. 71..2013.
- s. 72..2013.
- s. 73..2012, 2013.
- s. 74..2029, 2031, 2041.
- s. 76..2033, 2036.
- s. 78..870, 2036.
- s. 79..2029.
- s. 80..2014, 2022, 2034, 2035,
2036, 2037, 2038, 2039,
2040, 2042, 2045, 2046.
- s. 82..1056, 2044, 2045.
- s. 83..2008, 2038, 2044, 2045.

8 & 9 Vict. c. 18,

- s. 85..595, 604, 605, 2010, 2033,
2034, 2035, 2036.
- s. 87..2033, 2034, 2035.
- s. 92..2008, 2009, 2010, 2035.
- s. 94..2007.
- s. 95..2080.
- s. 96..2006, 2007.
- s. 97..2006.
- s. 105..2007.
- s. 110..2007.
- s. 112..2007.
- s. 115..2007.
- s. 124..2007.
- s. 127..608, 609.
- s. 128..608, 609.
- s. 130..2007.
- c. 19 (Lands Clauses, Scotland)..141.
- c. 20 (Railway Clauses),
 - s. 15..604.
 - s. 32..605 (*Add.*).
 - s. 77..501, 502.
 - s. 77..85, 501.
 - s. 78..501, 502.
 - s. 78..497, 2035.
 - s. 80..504.
 - s. 81..2035.
 - s. 96..509.
- c. 56 (Drainage and Improvement)..1501.
- c. 70 (Church Building Act)..1085,
1086, 1099.
- c. 76 (Stamps)..204, 1094, 1141.
- c. 97 (Public Funds)..1365.
- c. 106 (Real Property Act),
s. 6..1978.
- c. 108 (Fisheries (Ireland) Act),
s. 18..1971.
- c. 118 (Inclosure Act)..518, 1570.
s. 56..329.

1846.

9 & 10 Vict.

- c. 20 (Parliamentary Deposits Act)..
274, 2057, 2059, 2060.
- s. 3..2058.
- s. 4..2058.
- s. 5..2053, 2058.
- c. 59 (Jewish Charities)..1102.
- c. 70 (Inclosure Act)..1670, 1574.

1847.

10 & 11 Vict.

- c. 16 (Commissioners' Clauses Act),
s. 60..994, 1615.

10 & 11 Vict.

- c. 17 (Waterworks Clauses),
ss. 22—27..502.
s. 29..486.
s. 68..601, 607.
- c. 58 (Customs)..1387.
- c. 96 (Trustee Relief)..274, 911, 1010,
1011, 1012, 1439.
s. 1..1011.
s. 2..1011.
- c. 111..(Inclosure Act)..1570.

1848.

11 & 12 Vict.

- c. 43 (Summary Jurisdiction Act:
Jervis)..1217.
- c. 45 (Winding-up)..1770, 2061.
- c. 63 (Public Health)..605.
- c. 87 (Debts Recovery Act)..831.
- c. 99 (Inclosure Act)..1570.

1849.

12 & 13 Vict.

- c. 26 (Leases)..1480.
- c. 49 (School Sites Act)..1137.
- c. 68 (Consular Marriage Act)..907.
- c. 74 (Trustee Further Relief)..274,
1010, 1011.
s. 1..1012.
- c. 77 (Incumbered Estates, Ireland),
s. 14..170.
- c. 103 (Poor Law Amendment Act),
s. 16..912.
- c. 106 (Bankruptcy),
s. 130..1079.
s. 141..1663.
- c. 108 (Winding-up)..1770.
- c. 109 (Petty Bag Amendment)..711.
- c. xci. (The General Land Drainage
and Improvement Company's
Act)..1760.

1850.

13 & 14 Vict.

- c. 28 (Trustee Appointment Act)..
*1101, 1102.
- c. 35 (Sir G. Turner's)..319, 320.
s. 1..321.
s. 2..321.
s. 14..144, 321.
ss. 15, 17..321.
s. 28..136, 788.
- c. 43 (Court of Chancery of Lancaster
Act),
s. 15..171, 172.

13 & 14 Vict.

- c. 60 (Trustee Act, 1850)..275, 381,
795, 831, 869, 873, 1030, 1040,
1047, 1060, 1067, 1094, 1106,
1569, 2089.
- s. 2..1025, 1026, 1042, 1045, 1046,
1049, 1053.
- s. 3..1025, 1026, 1045, 1046, 1064.
- s. 4..1025, 1045.
- s. 5..1025, 1045, 1046.
- s. 6..1025, 1045, 1064.
- s. 7..1025, 1041, 1048, 1057.
- s. 8..1048.
- s. 9..1026, 1048, 1078.
- s. 10..1026, 1048, 1049, 1078.
- s. 11..1026, 1027, 1048, 1078.
- s. 12..1027, 1048.
- s. 13..1027, 1049.
- s. 14..1027, 1049.
- s. 15..1028, 1049, 1077.
- s. 16..1028, 1029, 1049.
- s. 17..1049.
- s. 18..1049.
- s. 19..1029, 1049.
- s. 20..1031, 1032, 1033, 1039,
1050, 1052, 1057, 1058,
1059, 1061.
- s. 21..1047, 1050.
- s. 22..1032, 1034, 1035, 1051.
- s. 23..1033, 1036, 1052, 1073.
- s. 24..1034, 1036, 1052, 1073.
- s. 25..1034, 1052.
- s. 26..1033, 1052.
- s. 28..1025, 1031, 1050, 1052,
1055.
- s. 29..831, 1025, 1057, 1063, 1064,
1068, 1069, 1207.
- s. 30..831, 1025, 1047, 1054, 1057,
1058, 1059, 1061, 1062,
1063, 1064, 1066, 1068,
1069, 1209, 1553, 1569,
1570, 1900.
- s. 31..1024, 1025, 1033, 1036,
1051, 1052.
- s. 32..1024, 1025, 1046, 1049,
1054, 1070, 1072, 1073,
1075, 1076, 1077, 1078,
1080.
- s. 33..1025, 1070, 1073.
- s. 34..1025, 1041, 1046, 1049,
1070, 1072, 1073, 1077,
1079, 1081, 1082.
- s. 35..1025, 1052, 1070, 1073,
1075, 1076, 1077, 1082.
- s. 36..1025, 1073, 1078.
- s. 37..1024, 1053, 1054.

13 & 14 Vict. c. 60,

- s. 40..1024, 1053.
- s. 42..1053.
- s. 43..1053, 1054.
- s. 44..1055.
- s. 45..1056, 1102.
- s. 46..1056.
- s. 47..1056.
- s. 48..1056, 1616.
- s. 49..1056.
- s. 51..1024, 1039, 1056.
- s. 52..1024, 1046.
- s. 53..1069.
- s. 54..1041.
- s. 55..1041.
- s. 56..1041.
- s. 57..1041.
- c. 61 (County Courts)..688.
- s. 22..691.
- c. 83 (Railway Abandonment)..2061.
- s. 18..2062.
- c. 94 (Ecclesiastical Commissioners Act)..1102.
- c. 97 (Stamps)..1704.
- c. 101 (Poor Law Amendment Act),
s. 5..912.

1851.

14 & 15 Vict.

- c. 24 (School Sites Act)..1137.
- c. 51 (Public Works Loans, Ireland)..
1684.
- c. 64 (Railways),
s. 3..2061.
- c. 83 (Court of Appeal, Chancery)..
170.
- c. 97 (Church Building Act)..1066.
- c. 99 (Evidence Act),
ss. 7—13..137.
- s. 14..98, 137.
- s. 16..1571.
- c. 100 (Criminal Procedure Act)..410,
411.
- c. 104 (Episcopal and Capitular Estates
Act)..1102, 1494, 2040, 2080.
- s. 1..2079.
- s. 6..2079.
- s. 7..2042.

1852.

15 & 16 Vict.

- c. 3 (Crown Administrations)..1387.
- c. 12 (International Copyright Act)..
579.
- c. 31 (Provident Societies)..1770.

15 & 16 Vict.

- c. 49 (School Sites),
s. 44..109.
- c. 51 (Copyholds)..1574, 2079, 2080.
- s. 22..2077, 2079.
- s. 39..2077, 2078, 2079.
- c. 54 (County Courts),
s. 5..396.
- c. 55 (Trustee Act, 1852)..274, 275,
381, 831, 1040, 1042, 1048.
- s. 1..1049, 1054, 1057, 1063, 1064,
1066, 1068, 1207.
- s. 2..1032, 1049, 1053, 1604.
- s. 3..860, 1033, 1035, 1037, 1038,
1043, 1048, 1051, 1072.
- s. 4..1038, 1039, 1051, 1052, 1054.
- s. 5..1037, 1051, 1052.
- s. 6..1033, 1035, 1036, 1037, 1038,
1050, 1051, 1052, 1073,
1074, 1077, 1082.
- s. 7..1051, 1074, 1077.
- s. 8..1056, 1069, 1073, 1079.
- s. 9..1069, 1076, 1077, 1078.
- s. 10..1045, 1047, 1049.
- s. 11..1024.
- s. 12..1042.
- s. 13..1041.
- c. 76 (Common Law Procedure),
s. 114..503.
- s. 151..743, 745.
- s. 219..1586.
- s. 220..1586.
- c. 80 (Masters in Chancery, Abolition)
..675, 1176, 1568.
- s. 27..277.
- s. 31..84.
- s. 42..491.
- c. 83 (Patents),
s. 25..1982, 1986.
- ss. 27, 28..564, 1983.
- s. 30..562.
- s. 39..564.
- s. 40..1985.
- s. 43..570.
- c. 86 (Chancery Improvement)..421,
454, 1568, 1593, 1601.
- s. 5..1249.
- ss. 18, 20..66.
- s. 22..98, 203.
- s. 42 (9)..1600, 1601.
- s. 44..109.
- s. 45..1189.
- s. 48..292, 294, 1588, 1591, 1705.
- s. 52..1780.
- s. 54..1056.
- s. 55..291, 292, 1206.

1853.

16 & 17 Vict.

c. 51 (Succession Duty)..204, 206.

- s. 2..207.
- s. 4..206.
- s. 10..206.
- s. 15..206.
- s. 16..1094, 1148.
- s. 17..206.
- s. 18..207.
- s. 20..306 (*Add.*).
- s. 27..1148.
- s. 42..206, 306.
- s. 44..306.
- s. 52..306.
- s. 53..204.

c. 70 (Lunacy Regulation)..792, 872, 1047.

- s. 1..876.
- s. 116..1046.
- s. 119..872.
- s. 123..1808.
- s. 125..873.
- s. 134..1069.
- s. 136..873.
- s. 137..1047, 1073.
- s. 138..1042, 1073.

c. 78 (Oaths in Chancery),

- s. 3..98.

c. 97 (Lunatic Asylums)..911, 2087.

- s. 104..911.

c. 137 (Charitable Trusts)..1082, 1102, 1109, 1110.

- s. 1..1110.
- s. 2..1110.
- s. 3..1110.
- s. 4..1110.
- s. 5..1110.
- s. 6..1110.
- s. 7..1110.
- s. 8..1110.
- s. 9..1110.
- s. 10..1110, 1122.
- s. 11..1110.
- s. 12..1110.
- s. 13..1110.
- s. 14..1109, 1110, 1114.
- s. 15..1110.
- s. 16..1110.
- s. 17..613, 1110, 1111.
- s. 18..1098, 1111, 1112.
- s. 19..1112.
- s. 20..1098, 1112.
- s. 21..1112, 1120.
- s. 22..1112.
- s. 23..1112.

16 & 17 Vict. c. 137,

- s. 24..1103, 1112
- s. 25..1112.
- s. 26..1103, 1112.
- s. 27..1112.
- s. 28..276, 1099, 1105, 1109, 1112, 1114.
- s. 29..1112, 1114.
- s. 30..1112, 1114.
- s. 32..1112.
- s. 33..1112.
- s. 34..1112.
- s. 35..1112.
- s. 36..1112.
- s. 37..1112.
- s. 38..1112.
- s. 39..1112.
- s. 40..1112, 1115.
- s. 41..1112.
- s. 42..1113.
- s. 43..1098, 1113.
- s. 44..1113.
- s. 46..1113.
- s. 47..1085, 1113.
- s. 48..1085, 1105, 1113.
- s. 49..1113.
- s. 50..1113.
- s. 51..1106, 1107, 1108, 1113.
- s. 52..1107, 1113.
- s. 53..1106, 1113.
- s. 54..1094, 1113.
- s. 55..1094, 1113.
- s. 56..1094, 1113.
- s. 57..1094, 1113.
- s. 58..1094, 1113.
- s. 59..1094, 1113.
- s. 60..1094, 1113.
- s. 61..1113, 1114.
- s. 62..1111, 1113, 1114, 1115.
- s. 63..1113, 1115.
- s. 64..1114.
- s. 65..1102, 1114.
- s. 66..1105, 1114, 1115.
- s. 69..1112.

1854.

17 & 18 Vict.

c. 32 (Church Building Act)..1086.

c. 34 (Attendance of Witnesses Act)..88.

- s. 1..91.

c. 36 (Bills of Sale)..1669, 1676.

- s. 1..1670.
- s. 4..1683.
- s. 5..1683.
- s. 7..1670, 1671, 1672, *1682.

17 & 18 Vict.

- c. 67 (Defence Act)..2082, 2083.
- c. 82 (Chancery of Lancaster),
 - s. 7..172.
 - s. 8..14, 19, 172.
 - s. 10..172.
- c. 90 (Usury Laws Repeal)..1607, 1760.
- c. 104 (Merchant Shipping),
 - ss. 62—65..615.
 - s. 99..870.
- c. 113 (Real Estate Charges Act; Locke King's)..1294, 1296, 1704, 1711.
- c. 116 (Episcopal and Capitular Estates Act)..1494.
- c. 125 (Common Law Procedure)..
 - 359, 836, 1154.
 - s. 3..324, 365.
 - ss. 3—17..353.
 - s. 5..358, 726, 2007.
 - s. 6..324.
 - s. 11..357.
 - ss. 12, 13..357.
 - s. 17..2007.
 - s. 26..138, 2019.
 - s. 58..497, 503.
 - ss. 60—67..432.
 - s. 65..434.
 - ss. 79, 82..457.
 - s. 82..486.
 - s. 87..1909.

1855.

18 & 19 Vict.

- c. 15 (Judgments Act),
 - s. 4..161, 1720.
 - s. 5..161.
 - s. 6..1720.
 - s. 12..1379, 1760.
 - s. 14..1760.
- c. 32 (Stannaries Act),
 - s. 10..172.
- c. 42 (Oaths Abroad)..98, 203.
- c. 43 (Infants' Settlement Act)..275, 804, 837, 892, 893, 902, 903, 1429, 1430.
 - s. 1..903.
 - s. 2..902, 903.
 - s. 3..902.
 - s. 4..904.
- c. 70 (Public Libraries)..1102, 1139.
- c. 81 (Places of Worship Registration Act),
 - s. 9..1111.

18 & 19 Vict.

- c. 90 (Crown Suits Act)..1387.
 - s. 1..1103.
 - s. 2..1103.
 - s. 17..1089.
- c. 91 (Merchant Shipping Amend-ment),
 - s. 10..1042.
- c. 117 (Ordnance Board Transfer Act) ..2082.
 - s. 5..2082.
 - s. 10..2082.
 - s. 18..2082.
 - s. 19..2082.
- c. 120 (Metropolis Management Act) ..1144.
 - s. 54..84.
 - s. 96..509.
 - ss. 135, 225..604.
- c. 121 (Nuisances Removal),
 - s. 8..526.
 - s. 12..533.
- c. 122 (Metropolitan Buildings)..492.
- c. 124 (Charitable Trusts)..1087, 1109, 1110, 1112, 1114.
 - s. 6..1122.
 - ss. 6—9..1114.
 - s. 9..1114.
 - s. 10..1086, 1114.
 - s. 12..1107, 1108, 1113.
 - s. 13..1086, 1114.
 - s. 15..1085, 1105, 1113.
 - s. 16..1114.
 - ss. 17—29..1113.
 - s. 18..1107, 1108, 1113.
 - s. 21..1107.
 - s. 23..1108.
 - s. 24..1107.
 - s. 25..1106, 1107, 1108.
 - s. 29..1110, 1114, 1121.
 - s. 32..1114.
 - s. 33..1114.
 - s. 34..1114.
 - s. 35..1114.
 - s. 37..1113.
 - s. 38..1114.
 - s. 39..1114, 1121.
 - s. 40..1104, 1114.
 - s. 44..1113.
 - s. 45..1113.
 - s. 46..1114.
 - s. 47..1113.
 - s. 48..1114.
 - s. 49..1114, 1115.
- c. 134 (Dispatch of Business, Chancery),
 - s. 15..97.
 - s. 16..273.

1856.

19 & 20 Vict.

- c. 50 (Advowsons)...1550.
- c. 96 (Marriage (Scotland) Act)...1387.
- c. 97 (Mercantile Law Amendment)...1782.
 - s. 5...967, 1201, 1782, 1792.
 - s. 9...1165, 1223.
 - s. 10...1223.
 - s. 11...1223.
 - s. 12...1223.
 - s. 14...1223, 1823.
- c. 108 (County Courts),
 - s. 49...692.
- c. 113 (Foreign Tribunal Evidence Act)...91.
- c. 119 (Marriage and Registration Act)...903, 905.
 - s. 19...907.
- c. 120 (Settled Estates),
 - s. 16...865, 866.
 - s. 23...870, 1548.
 - s. 24...870.
 - s. 25...870.

1857.

20 & 21 Vict.

- c. 31 (Inclosure Act),
 - ss. 6—11...1569, 1570.
- c. 54 (Fraudulent Trustees: Lord Westbury)...989.
- c. 57 (Married Women's Reversionary Interests: Sir R. Malins)...763, 777, 789, 790.
- c. 77 (Court of Probate Act)...658.
 - s. 3...1191.
 - s. 4...1191.
 - s. 23...1191.
 - s. 46...1193.
 - s. 47...1193.
 - s. 59...1191.
 - s. 61...1191.
 - s. 62...1191.
 - s. 63...1191.
 - s. 64...1191.
 - s. 70...1191.
 - s. 71...1191.
 - s. 73...1192, 1196, 1197.
 - s. 74...1192, 1197.
 - s. 75...1192.
 - s. 76...1192.
 - s. 77...1192.
 - s. 78...1192.
 - s. 79...1192.

20 & 21 Vict.

- c. 79 (Probate, Ireland),
 - s. 94...1193.
 - s. 95...1193.
- c. 85 (Matrimonial Causes Act),
 - s. 21...782, 791, 816, 1263.
 - s. 25...816, 1263.
 - s. 26...816.
 - s. 45...816, 817 (*Add.*).
- c. CLVII. (Mayor's Court)...693, 694, 707, 711.

1858.

21 & 22 Vict.

- c. 25 (Births and Deaths Registration Act)...137.
- c. 27 (Chancery Amendment: Sir H. Cairns)...461, 492, 556, 568, 1846, 1849.
 - s. 2...324, 1848.
 - s. 5...1975.
- c. 44 (Universities and College Estates)...1102, 2027.
 - s. 27...2016.
- c. 56 (Confirmation of Executor (Scotland) Act),
 - s. 9...1192.
 - s. 12...1192.
 - s. 13...1192.
 - s. 14...1193.
 - s. 17...1193.
 - s. 19...1193.
 - s. 29...1193.
 - s. 42...1193.
 - s. 43...1193.
- c. 57 (Ecclesiastical Leasing)...1102.
- c. 61 (Inclosure),
 - s. 1...1102.
- c. 70 (Copyright)...580.
- c. 94 (Copyholds)...1550, 2079.
 - s. 6...2079, 2080.
 - s. 13...2079.
 - s. 15...2079.
 - s. 16...2079.
 - s. 17...2079.
- c. 95 (Probate),
 - s. 10...1191.
 - s. 11...1191.
 - s. 12...1191.
 - s. 16...1192.
 - s. 18...1192, 1197.
 - s. 21...1191.
 - s. 22...1191.

21 & 22 Vict.

- c. 104 (Metropolitan Management Amendment Act),
s. 31..532.
s. 62..1871.
- c. 108 (Matrimonial Causes Act),
ss. 7, 8..791.

1859.

22 Vict.

- c. 26 (Superannuations),
ss. 2, 18..350.

22 & 23 Vict.

- c. 20 (Evidence by Commission Act)..
64.
- c. 21 (Queen's Remembrancer),
s. 8..2032.
- c. 31 (Probate, Ireland)..1193.
- c. 55 (Law of Property Amendment Act: Lord St. Leonards')..
1189, 1216, 1396, 1398.
ss. 4—9..1893.
s. 10..1761.
s. 14..960, 1298.
s. 15..1298.
s. 16..1298.
s. 17..1298.
s. 18..1298.
s. 21..1023.
s. 23..1299.
s. 24..1858.
s. 25..1299.
s. 26..1008.
s. 27..1281, 1283.
s. 29..*1190, 1397.
s. 30..1007, 1009.
s. 31..994, 1009.
s. 32..1001.
- c. 43 (Inclosure Act)..1570.
- c. 50 (Charitable Trusts)..1113.
- c. 61 (Matrimonial Causes Act),
s. 5..816, 817.
s. 8..768.
- c. 63 (British Law Ascertainment Act)
..714, 715, 716, 1339.

1860.

23 & 24 Vict.

- c. 5 (Probate, India),
s. 1..1193.
- c. 11 (Endowed Schools),
s. 1..1096.
s. 2..1097.
s. 5..1097.
s. 9..1097.

23 & 24 Vict. c. 11,

- s. 11..1098.
s. 13..1098.
s. 14..1097.
s. 19..1098.
s. 23..1098.
s. 39..1098.
s. 42..1098.
- c. 15 (Stamps),
ss. 4, 5..204, 1193.
s. 6..1193.
- c. 18 (Marriage (Society of Friends) Act)..1387.
s. 2..907.
- c. 28 (Stock Jobbing)..84.
- c. 34 (Petitions of Right)..349.
- c. 38 (Law of Property Amendment Act: Lord St. Leonards')..
1201, 1719.
s. 1..1721.
ss. 1—5..161.
s. 3..1200, 1721.
s. 4..1721.
s. 8..1299.
s. 9..1007, 1009.
s. 10..1220, 1421, 2014.
s. 11..*1001.
s. 13..1242, 1256.
- c. 59 (Universities and College Estates Act Extension)..1102.
- c. 80 (Inventory, Scotland)..1193.
- c. 83 (Infants),
s. 1..902.
- c. 106 (Lands Clauses),
s. 7..2082, 2083.
- c. 112 (Defence)..2082, 2083.
s. 13..2082.
s. 14..2082.
s. 21..2082.
s. 22..2082.
s. 23..2081, 2082.
s. 29..2083.
s. 36..2082.
s. 45..2083.
s. 46..2081, 2082, 2083.
- c. 124 (Ecclesiastical Commissioners Act)..1102, 1489.
s. 20..1494.
s. 24..1494.
s. 25..1494.
s. 35..1494.
ss. 36—38..1010, 1494.
- c. 126 (Common Law Procedure)..
1860.
s. 13..378.
s. 17..440, 443.

- 23 & 24 Vict. c. 126,
 s. 20..1160.
 s. 26..807.
 s. 29..432.
 s. 30..432.
 o. 127 (Solicitors Act)..419.
 s. 22..271.
 s. 23..951.
 s. 24..949.
 s. 26..951.
 s. 27..229, 265, 266.
 s. 28..925, 926, 927, 928, 930,
 *930, 1203, 1712.
 o. 134 (Roman Catholic Charities)..
 1103, 1113.
 s. 5..1093.
 o. 136 (Charitable Trusts)..1086.
 s. 2..1094, 1100, 1114.
 s. 4..1100, 1115.
 s. 5..1100, 1115.
 s. 8..1115.
 s. 9..1115.
 s. 10..1115.
 s. 11..1112.
 s. 12..1107, 1113.
 s. 13..1115.
 s. 14..1115.
 s. 15..1112.
 s. 16..1093, 1115.
 s. 17..1113.
 s. 18..1113.
 s. 19..1113.
 s. 20..1114.
 s. 23..1113.
 o. 142 (Union of Benefices Act)..665,
 1665.
 o. 145 (Trustees, Mortgagees, &c.:
 Lord Cranworth),
 s. 1..959.
 s. 2..959.
 s. 8..1492.
 s. 9..1492.
 s. 11..1638.
 s. 27..1021.
 s. 28..1021.
 s. 29..1021, 1299.
 s. 30..1006, 1320.
 s. 34..857.
 o. 149 (Prisoners in Contempt Relief),
 s. 5..908.

1861.

- 24 & 25 Vict.
 c. 3 (Bank of England Payments),
 ss. 7, 10..183.

- 24 & 25 Vict.
 c. 10 (Admiralty Court)..615, 690.
 s. 15..1720.
 c. 11 (Foreign Law Ascertainment Act)
 ..714, 716.
 o. 91 (Revenue (No. 2) Act),
 s. 30..1023.
 o. 92 (Stamp Duties)..1103.
 o. 96 (Larceny Act),
 s. 1..989.
 s. 75..1172.
 s. 75 *et seq.*..989.
 s. 80..989.
 s. 85..989.
 s. 86..989.
 c. 98 (Forgery Act),
 s. 20..1921.
 o. 114 (Wills Act)..1469.
 s. 1..1193.
 s. 2..1193.
 s. 3..1193.
 s. 4..1193.
 s. 5..1193.
 o. 133 (Land Drainage)..692.
 s. 35..1763.
 c. 134 (Bankruptcy)..1079.
 s. 110..1079.

1862.

- 25 & 26 Vict.
 o. 42 (Chancery Regulation: Rolt)..
 1551.
 s. 2..453.
 o. 45 (West India Incumbered Estates)
 ..684.
 o. 53 (Land Registry: Lord Westbury)
 ..267, 2085.
 s. 63..1704.
 s. 73..1704.
 o. 63 (Merchant Shipping), ss. 66—78
 ..1974.
 o. 67 (Declaration of Title: Lord
 Cranworth)..267, 2084, 2085.
 o. 68 (Fine Arts Copyright Act)..575.
 s. 1..582.
 s. 4..578.
 o. 86 (Lunacy Regulation)..792.
 s. 12..855.
 o. 87 (Provident Societies)..1770.
 o. 89 (Companies Act)..16, 1004, 1681,
 1693, 1770, 2061.
 s. 22..*1664.
 s. 30..1663, 1712, 1756.
 s. 35..1894, 1933.
 s. 43..1690.

25 & 26 Vict. c. 89,

- s. 51..2073.
- s. 69..29.
- s. 75..1161 (*Add.*)
- s. 76..1199.
- s. 78..755.
- s. 81..173.
- s. 82..2007.
- s. 85..118, 703, 704.
- s. 95..1199.
- s. 98..1968.
- s. 99..1199.
- s. 101..606, 1161.
- s. 105..1199.
- s. 115..64, 78, 278, 407, 727, 923.
- ss. 118, 119..451.
- s. 122..173, 739 (*Add.*).
- s. 138..703.
- s. 156..71.
- s. 161..71, 607.
- s. 162..71.
- s. 165..606, 944, 969, 1941, 1942.
- c. 102 (Metropolis Management Amendment Act),
 - s. 75..596.
 - s. 77..1871.
 - s. 85..492.
 - s. 106..532.
- c. 104 (Queen's Prison Discontinuance)..391.
- c. 108 (Sales)..1471.
- c. 112 (Charitable Trusts Act)..1115.

1863.

26 & 27 Vict.

- c. 29 (Corrupt Practices Prevention Act)..262.
- c. 57 (Regimental Debts)..1200.
- c. 65 (Volunteers)..2083.
- c. 87 (Trustee Savings Banks Act),
 - s. 14..1200, 1236.
- c. 106 (Charity Lands Act)..1137.
- c. 118 (Companies Clauses)..1144, 1691.
 - s. 22..1691.
 - ss. 25, 26..663.

1864.

27 & 28 Vict.

- c. 36 (Probate Duty, Ships),
 - s. 4..1193.
 - s. 5..1193.
- c. 76 (Registry of Deeds, Ireland)..1752.

27 & 28 Vict.

- c. 108 (West India Incumbered Estates)..684.
- c. 112 (Judgments Act)..161, 373, 400, 667, 668, 1252, 1584, 1600, 1603, 1714, 1719, 1721, 1758.
 - s. 1..*668, 1721, 1722.
 - s. 2..161, 427, 1720.
 - s. 3..1721.
 - s. 4..1584, 1712, 1718, 1720, 1722, 1723.
 - s. 5..1722.
- c. 114 (Improvement of Lands)..841, 862, 863.
 - s. 8..1485.
 - s. 9..1485, 1529.
 - ss. 10—17..1485.
 - s. 21..1485.
 - s. 22..1485.
 - s. 23..1485.
 - s. 24..1485.

1865.

28 & 29 Vict.

- (No. 10) (Indian Succession Act)..1336.
- c. 64 (Colonial Marriages)..1387.
- c. 78 (Mortgage Debentures)..1693.
 - s. 3..1693.
 - ss. 42 *et seq.*..1693.
- c. 86 (Partnership)..1824, 1825.
- c. 89 (Greenwich Hospital)..1137.
- c. 99 (County Court Equitable Jurisdiction)..709, 713, 1016.
 - s. 1..1852, 1891.
- c. 104 (Crown suits),
 - ss. 53—64..204.
 - s. 57..1193.
- c. 122 (Poor Law Amendment Act),
 - s. 33..772.

1866.

29 & 30 Vict.

- c. 19 (Parliamentary Oaths)..722.
- c. 90 (Sanitary), s. 19..526, 527.
- c. 96 (Bills of Sale)..1669, 1676.
- c. 114 (Libraries)..1102.

1867.

30 & 31 Vict.

- c. 23 (Customs),
 - s. 7..1797.
- c. 29 (Leeman's Act),
 - s. 1..1969.
- c. 44 (Chancery, Ireland),
 - s. 159..1156.

30 & 31 Vict.

- c. 47 (*Lis pendens*)...1746.
 - s. 2..1754.
- c. 48 (*Sale of Land by Auction*),
 - s. 5..293, 1844.
 - s. 6..1844.
 - s. 7..298, 309.
- c. 54 (*Charitable Donations and Bequests (Ireland) Act*)...1137.
- c. 59 (*Statute Law Revision*)...1550.
- c. 64 (*Lords Justices*)...170.
- c. 69 (*Real Estate Charges Act*)...1711.
 - s. 1..*1295.
 - s. 2..*1295, 1306.
- c. 127 (*Railway Companies*)...2061.
 - s. 3..378, 664.
 - s. 4..664, 2052.
 - s. 6..2049.
 - ss. 6—24..2049.
 - s. 7..2049.
 - s. 8..2050.
 - s. 9..2049, 2050.
 - s. 10..2050.
 - s. 11..2050.
 - s. 12..2050.
 - s. 13..2050.
 - s. 14..2050.
 - s. 15..2050.
 - s. 16..2048, 2050.
 - s. 17..2048, 2050, 2051.
 - s. 18..2048, 2051.
 - s. 19..2051.
 - s. 23..2052.
 - s. 31..2062.
 - ss. 31—35..2061.
 - s. 34..2062.
 - s. 36..2034.
 - s. 37..2008.
- c. 131 (*Companies*),
 - s. 9..2068.
 - ss. 9—20..2064.
 - s. 10..2069.
 - s. 11..2069.
 - s. 13..2069.
 - s. 14..2069.
 - s. 15..2065, 2072.
 - s. 25..1162.
 - s. 37 (2)..1846.
 - s. 38..1938.
- c. 142 (*County Court*),
 - s. 8..712.
 - s. 9..1852, 1891.
- c. 144 (*Policies of Insurance*)...439, 961.
 - s. 3..1668.
 - s. 6..1668.

1868.

31 & 32 Vict.

- c. 4 (*Reversions*)...1950.
- c. 37 (*Evidence*)...139.
- c. 40 (*Partition*)...1062, 1063, 1552.
 - s. 3..791, 869, 1536, 1537, 1539, 1542, 1552, 1553, 1554.
 - s. 4..1533, 1552, 1553, 1554.
 - s. 5..1542, 1552, 1553, *1554.
 - s. 6..295, 1543.
 - s. 7..831, 1069, 1553, 1569.
 - s. 8..870, 1307, 1546, 1552, 1555.
 - s. 9..1545, 1555, *1556.
 - s. 10..*1558.
- c. 44 (*Charity Deeds*)...1137.
- c. 54 (*Judgments*),
 - s. 4..170 (*Add.*).
- c. 71 (*County Courts (Admiralty Jurisdiction)*),
 - s. 3..219 (*Add.*).
 - s. 9..219 (*Add.*).
- c. 86 (*Marine Insurance*)...439, 961.
 - s. 1..1159.
- c. 101 (*Titles, Scotland*)...1331.
- c. 119 (*Regulation of Railways Act*),
 - s. 33..2008.
 - s. 41..2007.
- c. 124 (*Legacy Duty*),
 - s. 7..1193.
 - s. 9..204.
 - s. 11..1769.
- c. 125 (*Parliamentary Elections*),
 - s. 41..262.

1868—1869.

32 & 33 Vict.

- c. 18 (*Lands Clauses*),
 - s. 1..2008.
- c. 19 (*Stannaries*)...740.
- c. 26 (*Trustee Appointment Act*)..1106.
- c. 42 (*Irish Church Act*)...1369.
- c. 46 (*Administration of Assets*)..1201, 1202, 1205, 1227, 1287, 1288, 1408, 1721.
- c. 48 (*Companies Clauses*)...1691.
- c. 56 (*Endowed Schools*),
 - s. 8..1097.
 - s. 9..1097.
 - s. 10..1097.
 - s. 11..1097.
 - s. 14..1097.
 - s. 30..1097.
 - ss. 31—61..1097.
 - s. 40..1109.

32 & 33 Vict.

- c. 62 (Debtors Act)..170, 170 (*Add.*),
269, 384 *et seq.*, 407, 747, 990.
- s. 4..271, 370, 383, 384, 385, 386,
387, 409, 413, 414, 415,
969.
- (3)..1173.
- (4)..944.
- s. 5..369, 388, 754, 768, 1684.
- s. 6..388, 450.
- s. 8..394, 1899.
- c. 71 (Bankruptcy)..387, 388, 968,
1675, 1677, 1682.
- s. 4..990.
- ss. 6, 7..655.
- s. 12..388, 434, 1585.
- s. 15 (5)..1676.
- s. 16 (5)..1585.
- s. 31..569, 1173, 1938.
- s. 33..852.
- s. 49..991, 1173.
- s. 54..1199.
- s. 65..1954.
- s. 66..1954.
- s. 72..1822, 1954.
- s. 80 (9)..1199.
- s. 92..1959.
- s. 117..1074, 1078.
- s. 126..1785.
- c. 110 (Charity Trusts)..1115.
- s. 10..1115.
- s. 11..1115.
- s. 12..1093, 1115.
- s. 14..1115.
- s. 15..1100, 1111, 1115.
- s. 17..1115.
- c. 114 (Railways Abandonment Act)
..2061.
- s. 4..2061.
- s. 5..2058, *2061.
- (2)..2062.
- (3)..2062.
- s. 6 (3)..2061.
- s. 7..2062.
- s. 8..2061, 2062.
- s. 9..2062.
- c. 116 (Heritable Securities (Scotland))
..1331.

1870.

33 & 34 Vict.

- c. 14 (Naturalization)..1193, 1337.
- s. 12..139.
- c. 20 (Mortgage Debentures)..1693.
- s. 4..1693.
- s. 7..1693.

33 & 34 Vict. c. 20,

- s. 8..1693.
- s. 9..1693.
- c. 23 (Forfeiture Act) ..1056, 1079,
1388, 1499, 1585.
- c. 28 (Attorneys and Solicitors), 937.
- s. 4..238, 937.
- ss. 8—11..239.
- s. 17..266.
- s. 19..254, 271.
- c. 30 (Wages Attachment Abolition)
..433.
- c. 34 (Charitable Funds Investment)..
1004, 1138, 1142.
- s. 1..1123.
- s. 3..1123.
- c. 35 (Apportionment) .. 1367, 1482,
1632, 1635, 2015.
- s. 2..1482.
- s. 5..1482.
- s. 7..1483.
- c. 52 (Extradition),
s. 19..387.
- c. 56 (Limited Owners' Residences)..
841.
- s. 3..1485.
- s. 4..1485.
- c. 61 (Life Assurance Companies) ..
363, 704, 2063.
- s. 3..1003.
- c. 69 (Statute Law Revision)..2087.
- c. 71 (National Debt),
s. 24..138.
- ss. 51—68 .. 2086, 2087, 2088,
2089.
- c. 75 (Elementary Education) .. 722,
1097.
- s. 14..1097.
- s. 23..1097.
- s. 83..139.
- c. 76 (Absconding Debtors)..388.
- c. 78 (Tramways),
s. 12..2062.
- s. 64 (2)..*2062.
- c. 79 (Postmaster-General),
s. 21..139.
- c. 90 (Foreign Enlistment)..84.
- c. 93 (Married Women's Property)..
421, 770, 800, 967, 1203.
- s. 1..770.
- s. 2..770.
- s. 3..770, 771.
- s. 4..771.
- s. 5..771.
- s. 7..771, 800, 803.
- s. 8..771, 800.

33 & 34 Vict. c. 93,

- s. 9..771.
- s. 10..770, 771, 775.
- s. 11..751, 772.
- s. 12..749, 755, 772, 970.
- s. 13..772.
- s. 14..772.

*And see General Index Married
Women's Property Acts.*

c. 97 (Stamps)..139, 204.

- s. 15..140.
- s. 16..1194.
- s. 17..140.
- s. 19..729.
- s. 51 (2)..140.
- s. 59..951.
- ss. 67, 68..141.
- s. 70..140.
- s. 80..137.
- s. 105..1704.
- s. 112..1769.
- s. 116..204.

c. 99 (Stamp Act Repeal)..1769.

1871.

34 & 35 Vict.

- c. 36 (Pensions Commutation)..1430, 1663.
- c. 43 (Ecclesiastical Dilapidations) .. 399.
- s. 36..1217.
- s. 53..1217.
- c. 44 (Incumbents' Resignation)..665, 1160.
- s. 10..1665.
- c. 45 (Sequestration)..396.
- c. 58 (Life Assurance Companies).. 2063.
- c. 70 (Local Government Board), s. 5..139.
- c. 71 (Debenture Stock)..1102, 1693.
- c. 84 (Limited Owners' Residences).. *1485.
- c. 102 (Charitable Trusts, Ireland).. 1093, 1115, 1137.

1872.

35 & 36 Vict.

- c. 24 (Charitable Trusts Incorporation Act, 1872)..1093, 1115, 1116, 1139.
- c. 39 (Aliens)..1337.
- c. 41 (Life Assurance Companies) .. 2063.

35 & 36 Vict.

- c. 44 (Chancery Funds)..180.
- ss. 3, 8, 10..183, 184.
- s. 6..426.
- s. 16..202.
- c. 50 (Railway Rolling Stock Protection), s. 3..378.
- c. 57 (Debtors, Ireland)..170, 990.
- c. 68 (Military Forces Localization).. 2083.
- s. 3 (3)..2035.
- c. 86 (Local Courts), Schedule, clause 12..711 (*Add.*).
- c. 95 (Epping Forest)..517.

1873.

36 & 37 Vict.

- c. 12 (Infants' Custody) .. 815, 878, 884, 885, 1842.
- s. 1..879, 885.
- s. 2..815, 885, 887.
- c. 50 (Places of Worship Sites Act).. 841.
- s. 1..845.
- c. 52 (Administration)..1191.
- c. 66 (Judicature Act, 1873), s. 3..690, 1191.
- s. 4..720.
- s. 5..1191.
- s. 6..1684.
- s. 14..364 (*Add.*).
- s. 16..170, 615, 659, 711, 1191, 1496.
- s. 17..182, 1496.
- (3)..1045.
- (5)..1092.
- s. 18..339, 697, 699, 720.
- (5)..182.
- s. 19..443, 721.
- s. 24..1153.
- (2)..56, 77, 1179.
- (3)..967, 1179, 1251, 1597.
- (5)..245, 350, 616, 623, 690, 703, 814, 1781.
- (7)..651, 668, 781, 967, 1192, 1551.
- s. 25 (1)..1212.
- (2)..*980, 1221, 1256, 1636, 1761.
- (3)..477, 478, 1479, 1636.
- (5)..1629, 1631.
- (6)..235, 439, 441, 962, 1012, 1162, 1163, 1198, 1664.

- 36 & 37 Vict. c. 66, s. 25,
 (8)..340, 447, 457, 458, 486,
 615, 651, 652, 658, 660,
 667, 668, 691, 692, 746.
 (10)..883.
 (11)..2, 1285, 1785.
 s. 29..323, 327.
 s. 30..327.
 s. 31 (5)..1191.
 s. 34..2, 291, 615, 1099, 1191,
 1440, 1462, 1581, *1852,
 1891, 1913.
 (2)..170, 1040, 1053.
 (3)..843, 1040, 1053, 1089, 1153,
 1154, 1155.
 s. 36..697, 1055.
 s. 39..170, 273, 1099.
 s. 40..327.
 s. 42..345, 615.
 s. 45..721.
 s. 47..387, 722, 951.
 s. 49..111, 121, 152, 220, 444,
 722, 992.
 s. 50..284, 724.
 s. 51..1046.
 s. 56..353, 362, 493, 527.
 s. 57..324, 353, 365, 367.
 s. 58..353.
 s. 59..353.
 s. 61..136.
 s. 65..152, 699.
 s. 66..47, 66, 71, 152, 1153, 1324.
 s. 67..712.
 s. 76..1684.
 s. 77..97.
 s. 82..97.
 s. 83..364.
 s. 87..949.
 s. 89..693.
 s. 90..713.
 s. 100..3, 7, 35, 339, 340, 341,
 369.
 c. 72 (Defence Act Amendment)..2083.
 c. 87 (Endowed Schools)..1097.

1874.

- 37 & 38 Vict.
 c. 37 (Powers, Law Amendment) ..
 1470.
 s. 2..1470.
 c. 42 (Building Societies)..357 (*Add.*),
 1765, 1791.
 s. 3..1767.
 s. 13..1766.
 s. 14..1766.

- 37 & 38 Vict. c. 42,
 s. 15..1770.
 s. 16 (2)..1770.
 (9)..361, 1768.
 s. 25..1003.
 s. 30..768.
 s. 32..1770, 1771.
 s. 34..1767.
 s. 35..1767.
 s. 36..362, 1768.
 s. 41..1769.
 s. 42..1767.
 s. 43..1770.
 c. 50 (Married Women's Property)..
 780, 970, 1274.
 s. 1..772.
 s. 3..758.
 s. 5..755.
 c. 57 (Real Property Limitation)..808,
 1166, 1255, 1605, 1606.
 s. 1..981, 1120, 1220.
 s. 3..1606.
 s. 7..1606.
 s. 8..1166, 1220, 1256, 1605
 1611.
 s. 10..980, 1221, 1256, 1378,
 1611, 1761.
 c. 62 (Infants' Relief Act),
 s. 1..*835, 837.
 s. 2..*835, 837.
 c. 68 (Attorneys and Solicitors),
 s. 12..273.
 c. 78 (Vendors and Purchasers)..731,
 841, 1453.
 s. 1..304, 1854.
 s. 2..75, 959, 1854, 1874, 1889,
 1893.
 (2)..470.
 (4)..308.
 s. 3..959.
 s. 4..1029, *1044, 1300, 1600,
 1601.
 s. 5..791, 1044.
 s. 6..763, 1045.
 s. 7..1758.
 s. 8..1753.
 s. 9..303, 1885.
 c. 87 (Endowed Schools), 1097.
 s. 5..1097.
 c. 96 (Statute Law Revision)..912.

1875.

- 38 & 39 Vict.
 c. 9 (Building Societies)..1765.
 c. 27 (Administration)..1191.

The * indicates the page at which a section is referred to in extenso.

38 & 39 Vict.

- c. 33 (Trade Marks Registration),
 - s. 3..1999.
 - s. 10..1994.
- c. 55 (Public Health), 359, 502, 722, 1709, 1712.
 - s. 4..486 (*Add.*).
 - s. 16..486 (*Add.*), 603.
 - s. 17..531.
 - s. 54..486 (*Add.*).
 - s. 63..533.
 - s. 91..526.
 - ss. 94—107..527.
 - s. 106..532.
 - s. 107..533.
 - s. 111..527.
 - s. 112..526.
 - s. 131..526 (*Add.*).
 - s. 150..655, 1871.
 - s. 173..1898.
 - s. 179..2008.
 - s. 180..358, 2008.
 - s. 257..1605, 1708, 1753.
 - s. 264..461, 532.
 - s. 285..526 (*Add.*).
 - s. 308..356, 604.
- c. 60 (Friendly Societies)..1024.
 - s. 14 (6)..1024.
 - s. 15 (6)..1024.
 - (7)..1200.
 - s. 16..1024.
 - (10)..1024.
 - s. 17..1024.
 - s. 22..361.
 - ss. 22, 30..710.
- c. 66 (Statute Law Revision)..836.
- c. 77 (Judicature Act, 1875)..1201.
 - s. 3..1496.
 - s. 7..2, 1045, 1498.
 - s. 10..379, 1159, 1161, 1188, 1200, 1201, 1205, 1212, 1214, *1233, 1249, 1287, 1675, 1721.
 - s. 11..615, 697, 1055.
 - s. 12..3, 729, 734.
 - s. 14..949.
 - s. 20..327.
 - s. 21..323, 326, 915.
 - s. 30..202.
- c. 79 (Legal Practitioners)..235.
- c. 87 (Land Transfer)..267, 1745, 2022.
 - s. 26..1583.
 - s. 27..1592.
 - s. 48..1044.
 - s. 57..2023.

38 & 39 Vict. c. 87,

- s. 81..1704.
- s. 95 (6)..1745.
- s. 125..2085.
- s. 127..1752.
- s. 129..1758.
- c. 91 (Trade Marks Registration)..541.
 - s. 3..541.

1876.

39 & 40 Vict.

- c. 17 (Partition)..1552.
 - s. 3..1545, 1555, 1556, 1568.
 - s. 4..1544, 1545.
 - (3)..1555, 1556.
 - s. 5..*1557.
 - s. 6..791, 869, 1554.
 - s. 7..*1552, 1553.
- c. 18 (Treasury Solicitor)..196.
 - s. 1..1387, 2061.
 - s. 2..1387.
 - s. 3..1387.
 - s. 4..1387.
 - s. 5..1387.
 - s. 6..1387.
 - s. 9..1387.
- c. 56 (Commons)..517, 518, 1570.
- c. 59 (Appellate Jurisdiction)..169.
 - s. 17..327.
 - s. 20..443, 721.
- c. 61 (Poor Law),
 - s. 20..912.
- c. 70 (Inventories: Scotland), 1193.
 - s. 41..1193.
 - s. 45..1193.
- c. 75 (Rivers Pollutions), ss. 10, 11..531.

1877.

40 & 41 Vict.

- c. 18 (Settled Estates)..307, 866, 1500.
 - s. 4..1502.
 - s. 5..1502.
 - s. 17..1502.
 - ss. 20, 21..1501.
 - s. 22..1501, 1502.
 - s. 23..1502.
 - s. 25..1501.
 - s. 31..1501.
 - s. 34..870, 1307, 1547, 1548, 1552.
 - s. 35..870, 1307, 1552.
 - s. 36..870, 1307, 1552.
 - s. 40..313.

- 40 & 41 Vict. c. 18,
 s. 42..1502.
 s. 46..1502.
 s. 50..1501.
 ss. 50—52..791.
And see General Index, Settled
 Estates Act.
 o. 21 (Prisons)..139.
 o. 26 (Companies)..2064.
 s. 3..2069.
 s. 4..2065, 2070, 2072.
 s. 5..2072.
 o. 34 (Real Estate Charges Act, Locke
 King's Act Extension)..1295,
 1296, 1306, 1711.
 o. 39 (Factors)..1665.
 s. 2..1667.
 s. 3..1667.
 s. 4..1667.
 o. 54 (Libraries)..1102.
 o. 63 (Building Societies Act)..1766.

1878.

- 41 & 42 Vict.
 o. 10 (Weights and Measures), s. 25..
 722 (*Add.*).
 o. 19 (Matrimonial Causes), s. 3..817.
 o. 32 (Bills of Sale)..1631, 1677, 1681.
 s. 4..1669, 1670, *1671, 1676,
 1677.
 s. 5..1671.
 s. 6..*1671, 1680.
 s. 7..*1672.
 s. 8..*1672, 1678.
 s. 9..1675.
 s. 10..*1673, 1674, 1675.
 (3)..1674.
 s. 20..1675.
 s. 24..1675.
 o. 54 (Debtors Act)..386, 412, 415.

1879.

- 42 & 43 Vict.
 o. 11 (Bankers' Books)..1156.
 ss. 3, 4..100, 138, 139.
 s. 5..100, 138.
 s. 7..55, 67, 72.
 o. 58 (Public Officer's Fees), s. 3..141.
 o. 66 (Endowed Schools Continuance
 Act), s. 2..1097.

1880.

- 43 & 44 Vict.
 o. 46 (Universities and Colleges Estates
 Amendment Act)..2027.

1881.

- 44 & 45 Vict.
 o. 12 (Customs and Inland Revenue
 Act)..141, 1470.
 ss. 26, 41, 42..204.
 s. 27..1194.
 s. 28..1194.
 s. 31..1194.
 s. 34..205.
 s. 36..205.
 s. 38..141 (*Add.*), 1194.
 s. 41..204, 207, 1195.
 s. 46..139.
 o. 41 (Conveyancing and Law of Pro-
 perty)..1044, 1049, 1078, 1079,
 1080, 1101, 1514, 1593, 1631,
 1736.
 s. 3 (1)..1854.
 (2)..1874.
 (6)..1856, 1874.
 s. 4..1306.
 s. 5..*295, 296, 1208, 1374,
 1589, 1858.
 s. 9..308, 1560, 1573, 1612, 1874.
 s. 10..1632.
 s. 11 (8)..1559.
 (11)..1559.
 s. 13..1893.
 s. 14..1892, 1893.
 (1)..1976, 1977.
 (2)..*1977, 1978.
 (6)..1977.
 (8)..1977.
 (9)..1977.
 s. 15..619 (*Add.*), *1604.
 s. 16..*1611.
 s. 17..1595, *1737.
 s. 18..494, 1632, 1892.
 s. 19..480, 1635, 1636, 1638,
 1683, 1692, 1706.
 (1)..660.
 s. 20..1635, 1680.
 s. 21..1635, 1706.
 s. 22..1635.
 s. 23..1638.
 s. 24 (1)..660.
 (2), (8)..660.
 s. 25..1588 (*Add.*), *1591, 1706.
 (2)..1553.
 s. 30..960, 1028, 1029, 1030, 1032,
 *1044, 1048, 1049, 1071,
 1298, 1300, *1601.
 s. 31..1018, *1021, 1022, 1077
 (*Add.*).
 s. 33..1021.
 s. 34..1018, 1022.

- 44 & 45 Vict. c. 41,
 s. 35..959, 1007, 1023:
 s. 36..1299.
 s. 37..1006.
 s. 39..764, 769.
 s. 42..868, 866, 1019.
 (1)..*871, 1019.
 (2)..*871.
 (3)..*871.
 (4)..*871.
 (5)..*871.
 1..*871.
 2..*871.
 3..*871.
 (6)..*871.
 s. 43..858, 1019.
 (1)..*857, 858.
 (2)..*858.
 (3)..*858.
 (4)..*858.
 s. 44..1761.
 s. 45..1761.
 s. 46..204.
 s. 47..204.
 s. 52..1469.
 s. 55..938.
 s. 56..*917, 1872.
 s. 65..1873.
 s. 66..944.
 s. 70..*312, 1501.
 c. 44 (Solicitors' Remuneration)..237,
 249, 258, 259 (*Add.*), 2040.
 s. 1..239.
 s. 2..266.
 s. 7..267.
 s. 8..239, 937.
 (1)..239.
 (2)..239.
 (3)..239.
 (4)..239.
 s. 9..239.
 c. 57 (Army Act)..396.
 s. 51..1200.
 s. 141..469, 665, 666.
 c. 68 (Judicature),
 s. 9..721, 732.
 s. 12..339.
 s. 22..163.

1882.

- 45 & 46 Vict.
 c. 9 (Documentary Evidence)..139.
 c. 38 (Settled Land Act)..1022, 1080.
 s. 2..*1503, 1507, *1513.
 (2)..1503.
 (3)..1504.

- 45 & 46 Vict. c. 38, s. 2,
 (4)..1503.
 (5)..1507.
 (6)..1507.
 (10)..1504, 1507.
 s. 3..1506, 1509, 1510, 1512,
 1550.
 s. 4..1506, 1509, 1510, 1512,
 1521, 1550.
 s. 5..1506, 1509, 1512.
 s. 6..1506, 1510, 1512, 1515,
 1516, 1518.
 s. 7..1506, 1510, 1512, 1516,
 1518.
 (2)..1518.
 s. 8..1506, 1510, 1512, 1516,
 1518.
 (1)..1518.
 s. 9..1506, 1510, 1512, 1516,
 1518, 1519.
 s. 10..1506, 1510, 1512, 1514,
 1515, 1516, 1518, 1519.
 s. 11..1506, 1510, 1512, 1516,
 1517, *1518, 1524.
 s. 12..866, 1506, 1510, 1512,
 1516, 1519.
 s. 13..1506, 1510, 1512, 1516,
 1519.
 s. 14..1519.
 s. 15..1514, 1517, 1519, *1521.
 s. 16..1506, 1509, 1510, 1512,
 1516.
 s. 17..1506, 1509, 1510, 1512,
 1516.
 s. 18..1503, 1506, 1509, 1510,
 1512, 1516, 1524.
 s. 19..1506, 1507, 1509, 1512,
 1516, 1550.
 s. 20..1506, 1509, 1511, 1512,
 1516, 1518.
 s. 21..1001, 1522, 1524, 2028.
 (1)..1524.
 (2)..1525.
 (9)..1526.
 (10)..1505, 1521, 1526.
 s. 22..1521.
 (1)..*1526.
 (3)..1523.
 s. 24 (2)..656.
 s. 25..1510, 1529.
 s. 26..1510, 1511, 1527.
 (1)..1530.
 (2)..1528, 1530.
 s. 27..1510.
 s. 28..1510.
 s. 29..1510.

45 & 46 Vict. c. 38,

- s. 30..1479, 1510, 1529.
- s. 31..1506, 1510, 1521.
 - (1)..1523.
 - (2)..1523.
 - (3)..*1523.
- s. 32..*1001, 1526, 1527, *2014.
- s. 33..1001, *1527.
- s. 34..1523, *1527.
- s. 35..1519, *1523, 1524.
- s. 36..842, 1529, 1530.
- s. 37..1519, 1520, 1524.
 - (1)..*1522.
- s. 38..1504, 1505, 1509, 1512, 1515, 1526, 1527, 1891.
 - (1)..1513.
 - (2)..1513.
- s. 44..*1504.
- s. 45..1509, 1511, 1891.
 - (2)..1511.
 - (3)..1512.
- s. 46..1504.
 - (3)..1504.
 - (4)..1504.
 - (5)..1504.
 - (6)..*1505, 1521.
 - (7)..1504.
- s. 47..*1505, 1521.
- s. 50..1510.
- s. 51..1510.
- s. 52..1510, 1522.
- s. 53..1510, 1511, 1523, 1891.
- s. 55..1507.
 - (3)..1521.
- s. 56..1501, 1504, 1507, 1510, 1511.
 - (2)..1511.
- s. 57..1507.
- s. 58..1507.
 - (1)..1508.
 - (2)..1509.
- s. 59..845, 1507, 1509.
- s. 60..846, 1505, 1506, 1507, 1509.
- s. 62..1509.
- s. 63..1528, 1531, 1532.
- s. 64..959, 1492.
- c. 39 (Conveyancing)..918.
 - s. 2 (8)..944.
 - (9)..944.
 - (10)..944.
 - s. 3..*918.
 - (1)..*918.
 - (2)..*918.
 - s. 5..1023.
 - s. 8..204.

45 & 46 Vict. c. 39,

- s. 9..204.
- s. 11..1873.
- s. 12..1604.
- s. 30..1029.
- c. 40 (Copyright: Musical Compositions)..581.
- c. 43 (Bills of Sale)..1631.
 - s. 3..1676, 1677.
 - s. 4..*1677, 1682.
 - s. 5..1674, 1677.
 - s. 6..1677, 1682.
 - s. 7..*1677, 1679, 1680.
 - (4)..1679.
 - s. 8..*1678.
 - s. 9..*1678, 1680.
 - s. 12..1680.
 - s. 13..1681.
 - s. 15..1676.
 - s. 17..*1681, 1692.
- c. 50 (Municipal Corporations)..1102, 1114.
 - s. 138..1102, 1114.
- c. 61 (Bills of Exchange),
 - s. 1..617 (*Add.*).
- c. 75 (Married Women's Property Act)
 - ..433, 783, 800, 901.
 - s. 1..751, 780, 782, 792, 970, 1045.
 - (1)..*773, 1136.
 - (2)..*749, 750, 751, 753, 754, *773, 774.
 - (3)..*773.
 - (4)..*773, 777.
 - (5)..754, 773, *774, 776.
 - s. 2..*774, 782, 792, 800, 1045.
 - s. 3..777.
 - s. 4..782, 1408.
 - s. 5..751, *774, 782, 792, 800, 1045.
 - s. 6..*774.
 - s. 7..775.
 - s. 8..775.
 - s. 9..775.
 - s. 10..775, 778.
 - s. 11..770, 775.
 - s. 12..*750, 751.
 - s. 13..*752, 775, 780.
 - s. 14..*754, 755, 776.
 - s. 15..753, 776.
 - s. 17..*755, 775.
 - s. 18..620, 780, 790, 1045.
 - s. 19..749, 753, 770, *776, 780, 1430.
 - s. 21..853.
 - s. 22..*773.

- 45 & 46 Vict. c. 75,
 s. 23..782.
 s. 24..620, 755, 780, 792, 970.
 o. 80 (Allotments Extension Act,
 1882)..1103, 1112.
 s. 8..1103.
 s. 9..1103.
 s. 10..1103.
 s. 11..1103.
 s. 14..1103.
 s. 15..1103.

1883.

- 46 & 47 Vict.
 o. 18 (Municipal Corporations),
 s. 3..1102.
 s. 8..1102.
 o. 29 (Judicature, Funds)..180.
 s. 4..184.
 s. 10..*200.
 o. 36 (City of London Parochial
 Charities)..1116.
 s. 10..1116.
 s. 21..1116.
 s. 39..1116.
 s. 48..1116.
 o. 39 (Statute Law Revision)..327.
 o. 49 (Inferior Courts)..109, 136, 432,
 1848.
 o. 52 (Bankruptcy)..990.
 s. 4..656.
 (1)..434, 448, 744 (*Add.*), 1956.
 s. 6..655, 968.
 s. 9..*378.
 (1)..946.
 s. 10 (2)..378.
 s. 17 (8)..950.
 s. 24..722.
 s. 27..63 (*Add.*), 79 (*Add.*), 1236.
 s. 28..1959, 1970.
 s. 30..968, 992, 1173.
 s. 37..569, 992, 1173, 1217, 1234,
 1938.
 s. 38..1161, 1162, 1234.
 s. 39..1234, 1585.
 s. 40..1200, 1217, 1234, 1236.
 s. 41..852.
 s. 42..656, 1234.
 (2)..1234.
 s. 43..923.
 s. 44..968, (iii) 1664.
 s. 45..379, 434, 958, 1234.
 s. 46 (1)..377.
 (3)..379.
 s. 47..994, 1236, 1956.

- 46 & 47 Vict. c. 52,
 s. 48..1958, 1959.
 s. 49..923.
 s. 52..399.
 s. 54..968.
 s. 56 (5)..1587.
 s. 92..1954.
 s. 95..1236.
 s. 102..1954.
 s. 103..270, 271, 369, 723.
 s. 104..722.
 s. 125..1200, 1288.
 (1)..*1235.
 (2)..*1235.
 (3)..1235.
 (4)..698, 1235, 1236.
 (5)..*1235.
 (6)..*1235.
 (7)..*1235.
 (8)..*1235.
 (9)..*1236.
 (10)..*1236.
 s. 145..379.
 s. 146..376.
 s. 147..1078.
 s. 168..1213, 1585, 1905.
 s. 169..376, 388.
 o. 57 (Patents, Designs, and Trade
 Marks)..541, 1980, 1991.
 s. 4..1980.
 s. 5..1980.
 s. 6..1980.
 s. 7..1981.
 s. 8..1981.
 s. 10..1981.
 s. 11..1981.
 s. 12..1982.
 s. 13..1982.
 s. 14..1981.
 s. 15..1981.
 s. 16..1982.
 s. 17..541, 1982.
 (4)..569.
 s. 18..564, 1983.
 (1)..*1983.
 (8)..*1983.
 (9)..1983.
 (10)..1983, 1988.
 s. 19..563, 564.
 s. 20..569.
 s. 21..1984.
 s. 22..*1984.
 s. 23 (1)..*2000.
 (2)..*2000.
 (3)..*2000.
 s. 25..1985.

46 & 47 Vict. c. 57,

- s. 26 (1)..*1988.
- (2)..1987, *1988.
- (3)..*1988, 1989.
- (4)..*1988, 1989.
- (5)..*1988, 1989.
- (6)..*1988.
- (7)..*1988.
- (8)..*1988.
- s. 27 (1)..*1982.
- s. 28..1985.
- (1)..*1988.
- s. 29..559.
- (2)..558.
- (6)..228, 569, 570.
- s. 30..*562.
- s. 31..569, 570.
- s. 32..540, *553, 554, 564.
- s. 33..1982.
- s. 34..1980.
- s. 36..1984.
- s. 37..1982.
- s. 38..1981.
- s. 39..1981.
- s. 43..1982.
- s. 44..1982.
- (9)..1988.
- s. 47..580.
- ss. 47—61..580.
- s. 50..579.
- s. 59..580 (*Add.*).
- ss. 62—71..541.
- s. 62..1991.
- (4)..2002.
- (6)..1989.
- s. 63..1991.
- s. 64..1993, 1996, 2004.
- (1)..*1992.
- (2)..*1992.
- (3)..*1992, 1994.
- s. 65..543, 544, *1995.
- s. 66..1995.
- s. 67..*1995.
- s. 68..1996.
- s. 69..1996.
- (4)..1990.
- s. 70..544, *1995.
- s. 71..*1997.
- s. 72 (1)..*1997.
- (2)..1997.
- s. 73..544, *1997, 1998.
- s. 74 (1)..*1998.
- (2)..*1998, 1999.
- (3)..*1998.
- s. 75..1999.
- s. 76..541, *1999.

46 & 47 Vict. c. 57,

- s. 77..*541.
- (a)..545 (*Add.*).
- s. 78..*2000.
- s. 79..2000.
- s. 81..1999.
- s. 85..*2000.
- s. 86..2001.
- s. 87..2001.
- s. 88..2001.
- s. 89..*2001.
- s. 90..1988, 1990.
- (1)..1989, *2001.
- (2)..*2001.
- (3)..*2001.
- s. 92,
- (1)..*2003.
- (2)..2003.
- (3)..2003.
- s. 102A..2003.
- s. 103..2003.
- s. 113..541, 1986.
- s. 117..1981, 1991.
- c. 61 (*Agricultural Holdings*)..1121,
- 1529, 1629.
- s. 29..1529, 1753.
- s. 34..1684.
- s. 40..1121.

1884.

47 & 48 Vict.

- c. 18 (*Settled Land*),
- s. 4..1524.
- s. 5..1511.
- (3)..1511.
- s. 6 (1)..1531.
- (3)..1531.
- s. 7..1531.
- s. 8..1508.
- c. 41 (*Building Societies*)..361.
- s. 2..1768.
- c. 54 (*Yorkshire Registries*)..1762,
- 1753 (*Add.*).
- s. 23..944.
- c. 61 (*Judicature*),
- s. 6..339.
- s. 8..365 (*Add.*).
- s. 13..273.
- s. 14..307, 375, 381, 1069, 1898.
- s. 16..91.
- c. 68 (*Matrimonial Causes Act*),
- s. 2..819.
- s. 3..768, 819.
- s. 4..819.
- c. 71 (*Intestates' Estates*)..1066.
- s. 4..1602.
- s. 5..1054.

1885.

48 & 49 Vict.

- c. 26 (Yorkshire Registries)..1752.
- c. 63 (Patents, Designs and Trade Marks)..1980.
 - s. 3..1981, 1982.
- c. 73 (Purchase of Land, Ireland),
 - s. 13..1514.
- c. 74 (Evidence by Commission),
 - s. 2..64, 95.

1886.

49 & 50 Vict.

- c. 27 (Guardianship of Infants)..848, 880, 885, 886.
 - s. 2..*847, 848.
 - s. 3 (1)..*847.
 - (2)..847, 848.
 - (3)..*847, 848.
 - s. 4..847.
 - s. 5..847, 848, 885.
 - s. 6..847, 848.
 - s. 9..847.
 - s. 10..847.
 - s. 11..847.
 - s. 13..847.
- c. 33 (International Copyright)..582.
 - s. 6..579.
- c. 37 (Patents)..1980.
 - s. 2..1980.
 - s. 3..1981.

1887.

50 & 51 Vict.

- c. 23 (Incumbents' Resignation),
 - s. 6..1161.
- c. 26 (Allotments, &c. Act)..1629.
- c. 27 (Markets and Fairs: Weighing of Cattle),
 - s. 4..519.
- c. 28 (Merchandise Marks Act)..547.
- c. 30 (Settled Land),
 - s. 1..1525.
- c. 48 (Allotments Act),
 - s. 13,
 - (2)..1103.
- c. 49 (Charitable Trusts)..1116.
 - s. 2..1116.
 - s. 3..1116.
 - s. 4..1107, 1113, 1116.
 - s. 5..1113, 1116.
- c. 55 (Sheriffs),
 - s. 14,
 - (1)..388.
 - s. 20..377.

50 & 51 Vict.

- c. 57 (Deeds of Arrangement Act),
 - s. 4..*1957.
 - s. 5..1957.
 - s. 8..1957.
- c. 73 (Copyholds)..2080.
 - s. 16..1761.
 - s. 45..1029, 1030, 1032, *1044, 1048, 1049.

1888.

51 & 52 Vict.

- c. 2 (National Debt Conversion Act)
 - ..1001.
 - s. 2 (1)..1002.
 - (2)..1002.
 - (3)..1002.
 - (4)..1002.
 - s. 18..209.
 - s. 19..1002.
 - s. 20..1002.
 - s. 21 (1)..1665 (*Add.*).
 - s. 25 (2)..1380 (*Add.*), 1665 (*Add.*).
 - s. 27..1002.
- c. 8 (Customs and Inland Revenue)..
 - 139.
 - s. 21..204.
 - (2)..1094.
 - s. 22..204.
- c. 17 (Copyright: Musical Compositions)..581.
- c. 25 (Railway and Canal Traffic)..
 - 690, 721.
- c. 41 (Local Government),
 - s. 29..726.
 - s. 64..1101.
- c. 42 (Mortmain and Charitable Uses)
 - ..1124, 1138.
 - s. 4..1136.
 - s. 5..1128, 1136.
 - s. 6..1137.
 - s. 7..1137.
 - s. 10..1137.
 - s. 11..1136.
 - s. 13..1139.
- c. 43 (County Courts)..1581.
 - s. 56..551.
 - s. 65..708, 712.
 - s. 66..712.
 - s. 67..712, 1016, 1041, 1190, 1852.
 - s. 68..712.
 - s. 69..711, 712, 1190.
 - s. 70..1016.

51 & 52 Vict. c. 43,

- s. 74..691, 1852.
- s. 75..1190.
- s. 115..224.
- ss. 124, 126, 129..713.
- ss. 127—130..692.
- s. 132..693, 713.
- s. 151..710, 713.
- s. 157..448.
- s. 187..712.

c. 50 (Patents, Designs and Trade Marks)..1980, 1991.

- s. 2..1981.
- s. 4..1981.
- s. 5..564, 1983.
- s. 8..1991.
- (2)..1991.
- s. 9..1991.
- s. 10..1992, 1993, 2003.
- (1)..*1993.
- (2)..*1993.
- (3)..*1993.
- s. 11..1995.
- s. 12..1996.
- s. 13..1996.
- s. 14..1997.
- s. 15..544, 1997.
- s. 16..1998.
- s. 17..*1999.
- s. 18..545 (*Add.*).
- s. 20..1999.
- s. 24..2003.
- s. 25..2003.
- s. 88..1988.

c. 51 (Land Charges, Registration and Searches)..1529, 1712, 1746, 1753.

- s. 3..1721.
- s. 4..1721.
- s. 5..373, 404, *1721.
- s. 6..373, 1721.
- s. 10..*1753.
- s. 14..1753.

c. 59 (Trustees),

- s. 2 (1)..*917, 1872.
- (2)..*917.
- s. 3..623, 1007, 1845.
- s. 4 (4)..976.
- s. 5..977.
- s. 6..762, 979, 981.
- s. 8..687, 768, 946, 969, 974 (*Add.*), 980, 981, 1225, 1256.
- s. 9..976, 1005.
- s. 10..1492.
- s. 11..1492.

51 & 52 Vict.

- c. 65 (Solicitors Act),
- s. 12..949.
- s. 13..950.
- s. 14..950.
- s. 16..951.

1889.

52 & 53 Vict.

c. 7 (Customs and Inland Revenue)..1470.

- s. 11..141, 1194.
- s. 18..141.

c. 9 (Libraries)..1102.

c. 10 (Commissioners for Oaths),

- s. 6..98.

c. 30 (Board of Agriculture)..2077, 2079.

- s. 2..1485, 1529, 1530.
- s. 11..2077.

c. 32 (Trust Investment)..1123.

- s. 3..*1002.
- s. 6..1002.

c. 36 (Settled Land)..1524.

c. 45 (Factors)..1665.

- s. 1..*1665.
- s. 2..*1666.
- s. 3..*1666.
- s. 4..*1666.
- s. 5..*1666.
- s. 6..1666.
- s. 7..1666.
- s. 8..1667.
- s. 9..1667.
- s. 10..1667.

c. 47 (Palatine Court of Durham)..172, 721.

- s. 8..*1051.

c. 49 (Arbitration)..352 *seq.*

- s. 1..*353.
- s. 2..*354.
- s. 3..354, 364.
- s. 4..353, (*Add.*), *354, 355.
- s. 5..352, *356.
- s. 7..357, 358, 726.
- s. 8..*358.
- s. 9..352, *357.
- s. 10..*358.
- s. 11..357, *358.
- s. 12..*358.
- s. 13..324, 362, *365, 367, 368, 527.
- s. 14..363, *365.
- s. 15 (1)..*366.
- (2)..367.
- (3)..360, 368.

- 52 & 53 Vict. c. 49,
 s. 17..721.
 s. 18..*366.
 s. 19..*357, *367.
 s. 20..*360.
 s. 22..*357, 366.
 s. 24..358, 362, 1768, *2005.
 s. 27..353.
 sched..*354.

1890.

- 53 & 54 Vict.
 c. 5 (Lunacy)..1022, 1069.
 s. 11..872.
 s. 108..1042.
 s. 117..1046.
 (1)..1602.
 s. 119..1808.
 s. 120..793, 872, 1465, 1554.
 s. 123..*872.
 s. 124..793.
 s. 128..1047, 1465.
 s. 129..1047.
 s. 133..1042, 1047.
 s. 134..1042.
 s. 135..1042, 1045.
 s. 136..1042, 1045.
 s. 137..1042.
 s. 138..1042.
 s. 139..1042.
 s. 140..1042.
 s. 141..1042, 1045.
 s. 142..1042.
 s. 143..1045.
 s. 145..181.
 s. 299..911.
 s. 300..911.
 s. 338..1046.
 s. 341..1042, 1045.
 s. 342..1041.
 c. 16 (Working Classes Dwellings)..
 1137.
 c. 19 (Trustees Appointment),
 s. 2..*1101.
 s. 3..1101.
 s. 4..1101.
 s. 5..1101.
 s. 6..1101.
 s. 7..1101.
 c. 23 (Chancery of Lancaster)..1051.
 s. 3..461, 569, 721.
 s. 4..721.

- 53 & 54 Vict.
 c. 29 (Intestates' Estates)..1323, 1387.
 c. 39 (Partnership),
 s. 1,
 (1)..*1796.
 (2) (a)..*1797.
 (b)..*1797.
 (c)..*1797.
 s. 2..*1824.
 s. 3..1314, *1824.
 s. 5..945.
 s. 6..*1821.
 s. 7..*1822.
 s. 8..*1822.
 s. 9..1817, *1821.
 s. 10..*1821.
 s. 11..*1821.
 s. 12..*1821.
 s. 13..945, 966, *1821.
 s. 14..*1824.
 (2)..1817, 1822.
 s. 15..*1821.
 s. 16..*1821.
 s. 17..1799, *1823.
 s. 18..*1786, *1822.
 s. 19..*1797.
 s. 20..*1831.
 s. 21..*1831.
 s. 22..*1831.
 s. 23..*372, 428.
 s. 24 (3)..*1811.
 (4)..1811.
 (6)..1806.
 (8)..*1811.
 s. 25..*1811, *1826.
 s. 26 (1)..*1798.
 (2)..*1798.
 s. 27 (1)..*1798.
 (2)..*1798.
 s. 28..*1805.
 s. 29..*1805.
 s. 30..1805.
 s. 31..*1806.
 s. 32..*1807.
 s. 33..592, *1807, 1818.
 (1)..*1816.
 s. 34..*1807.
 s. 35..592, *1807.
 s. 36..*1823.
 s. 37..*1808.
 s. 38..*1808.
 s. 39..*1809, 1817.
 s. 40..*1810.
 s. 41..1798.
 s. 42..1811, *1817, 1830.
 s. 43..*1817.

- 53 & 54 Vict. c. 39,
 s. 44..*1809.
 s. 45..1796.
 c. 44 (Judicature),
 s. 1..368, 444.
 s. 2..327, 337.
 s. 5..220, 224, 737.
 c. 57 (Tenants' Compensation)..1529,
 1629.
 c. 62 (Companies, Memorandum of As-
 sociation)..2072—2076.
 s. 1..*2074.
 c. 63 (Companies Winding-up)..704.
 s. 3..713 (*Add.*).
 s. 4..664.
 s. 10..606.
 c. 64 (Directors' Liability),
 s. 2..*1934.
 s. 4 (6)..548, 1934.
 s. 5..1934.
 c. 68 (Public Libraries Act Amend-
 ment Act, 1890)..1102.
 s. 7..1138.
 c. 69 (Settled Land),
 s. 4..1504.
 s. 5..1510.
 s. 6..1510, 1523.
 s. 7..1511, 1518.
 (2)..1518.
 s. 8..1518.
 s. 9..*1518.
 s. 10..1517, 1519, *1521.
 s. 11..1510, 1524.
 s. 12..1510.
 s. 13..1529.
 s. 14..1525, 1526, 2028.
 s. 15..1525, 1530.
 s. 16..*1513.
 s. 17..1022, 1514.
 s. 19..404.
 c. 71 (Bankruptcy),
 s. 1..378, 379, *448.
 s. 3..1957.
 s. 11,
 (1)..*377.
 (2)..379.
 s. 12..379.
 s. 21..1200, 1235, 1288.
 (1)..1235.
 (2)..1235.
 (3)..1236.
 s. 23..1181, 1205.
 s. 28..656, 1234.
 s. 36..1822.

1891.

- 54 & 55 Vict.
 c. 17 (Charitable Trusts: Recovery
 Act),
 s. 3..1116.
 s. 5..1117.
 s. 6..1117.
 c. 39 (Stamp Act, 1891),
 s. 14..139.
 s. 15..140.
 s. 43..951.
 s. 62..1023, 1042.
 c. 65 (Lunacy Act, 1891),
 s. 22..911.
 s. 28..1042.
 c. 73 (Mortmain and Charitable Uses
 Act, 1891)..1124, 1127, 1128,
 1138, 1142, 1144, 1147.
 s. 3..1137, 1138, 1145.
 s. 5..1125, 1135, 1137, 1145.
 s. 6..1137, 1145.
 s. 7..1137, 1143, 1145.
 (2)..1137.
 s. 8..1135, 1137, 1143.
 s. 9..1137.

1892.

- 55 & 56 Vict.
 c. 11 (Mortmain and Charitable Uses)
 ..1137, 1138.
 c. 13 (Conveyancing and Law of Pro-
 perty)..1023.
 s. 4..1977.
 s. 5..1977.
 c. 27 (Parliamentary Deposits and
 Bonds),
 s. 1..2059.
 (2)..2063.
 s. 2..2061.
 c. 61 (Expiring Laws Continuance)..
 1097.

1893.

- 56 & 57 Vict.
 c. 21 (Voluntary Conveyances)..777
 (*Add.*), 1138 (*Add.*), 1959 (*Add.*),
 *1962 (*Add.*).

TABLE OF RULES AND ORDERS.

*The * indicates the page at which a Rule is referred to in extenso.*

RULES OF COURT, 1883.

ORDER	ORDER
I. (Form and Commencement of Action), r. 1..338, 344, 616, 710, 1090. r. 2..338, 344.	X. (Substituted Service), 9, 16, 346.
II. (Writ of Summons), r. 1..7. r. 4..*7, 458. r. 5..17.	XI. (Service out of the Jurisdiction), r. 1..*17, 18, 19, 20, 154, 1804. r. 1 (e)..20. r. 2..7, 11, 18, 1804. r. 4..7, 11, *19, 61. r. 5..*19. r. 6..11, 19. r. 27..368 (<i>Add.</i>).
III. (Indorsement of Claim), r. 6..152, 965, 1630, 1853. r. 7..*235. r. 8..148, 959, 1153, 1189.	XII. (Appearance), rr. 1—5..151. r. 7..151. r. 8..24. r. 10..24, 346. r. 11..346. r. 12..23, 24. r. 15..371. r. 25..23, 24. r. 28..151. r. 30..21, 25.
IV. (Indorsement of Address), r. 1..346. r. 2..151, 346. r. 3..151.	XIII. (Default of Appearance), r. 1..20, 340, 346, 821, *827. r. 2..20, 148. r. 3..146, 147, *148. r. 4..147, *148. r. 5..147, *149. r. 6..145, *149. r. 7..147, *149. r. 8..146, *149, 151. r. 9..*149. r. 10..*149. r. 12..150, 156.
V. (Issue of Writ of Summons), r. 9..339, 2003. (2)..2017.	XIV. (Leave to sign Judgment and Defend where Writ specially Indorsed)..931. r. 1..146, 150 (<i>Add.</i>). r. 2..277. r. 3..147. r. 6..24.
VI. (Concurrent Writs), r. 1..17. r. 2..17.	
VII. (Disclosure by Solicitor and Plain- tiffs), r. 1..*117. r. 2..66, *117. r. 3..15, 821, 916, 918, 919.	
VIII. (Renewal of Writ), r. 1..7, 8. r. 2..136.	
IX. (Service of Writ or Summons), r. 2..9, 10, 14, *16, 151, 346. r. 3..14, *15, 151. r. 4..12, 15, 340, 826. r. 5..15, 395. r. 6..14, 25, 151. r. 7..14, 151. r. 8..14, 15, 151. r. 9..14. r. 15..20, 150.	

ORDER**XV. (Application for an Account)..**
1206, 1582.

- r. 1..85, 148, 159, 383, 959, 1153,
1184, 1185, 1189, 1237,
1286, 1575, 1685.
r. 2..148, 277, 959, 1153, 1189.

XVI. (Parties),

- r. 1..41 (*Add.*).
r. 2..41, *42.
r. 4..*282, 970, 1277, 1329.
r. 5..970, 1277.
r. 6..970, 1197, 1251, 1601.
r. 7..970, 1555, 1601.
r. 8..821, 1055, 1251, 1601.
r. 9..*108, 1246, 1251, 1325, 1601.
r. 11..*41, 42, 366, 457, 917, 967,
970, 971, 1599.
r. 12..44, 1198.
r. 14..15, 55, 57, 85, 383, 970.
r. 15..57.
r. 16..750, 751, 823, 970.
r. 18..*826.
r. 19..339, *826, 1055.
r. 20..824.
r. 21..*92, *824, 830.
r. 22..*909.
r. 23..909.
r. 24..909.
r. 26..909.
r. 28..909.
r. 29..346, 909.
r. 31..220, *909.
r. 32..107, *109, 1321, 1325,
1329.
r. 33..1250, 1329.
r. 34..*1250, 1329.
r. 35..1250, 1329.
r. 36..1250, 1329.
r. 37..1329.
r. 38..1250, 1329.
r. 39..1250, 1329.
40..168, *169, 280, 281, *282,
1247, 1250, 1329.
r. 41..316, 1539.
r. 43..1251.
r. 44..281.
r. 45..1200.
r. 46..107, 109, 1329.
r. 47..280, 1197.
r. 48..12, 13, 20, 21, 144, 279,
1779, 1785.
r. 49..25, 44, 144, 279, 282, 1779.
r. 50..144, 153, 279.
r. 51..144, 153, 279.

ORDER XVI.—continued.

- r. 52..23, 25, *131, 144, 279, 970,
1779.
r. 53..25, 144, 279, 1779.
r. 54..144, 220, 279.
r. 55..21, 144, 279, 967.

XVII. (Change of Parties by Death),
132, 2017.

- r. 1..*103, 106, 750, 1730.
r. 2..*104, 106, 254, 750.
r. 3..*104, 106, 1600.
r. 4..101, 102, *105, 106, 254,
750, 1655, 1730.
r. 5..106.
r. 6..106.
r. 7..106.
r. 8..*106.
r. 9..132.
r. 10..132.

XVIII. (Joinder of Causes of Action),

- r. 2..7, 8, 380, 1246, 1249, 1551,
1576, *1581, 1654, *1657.
r. 4..970.
r. 5..36, 1315.

XIX. (Pleading Generally),

- r. 2..457.
r. 3..31, *35, *1159, 1597.
r. 4..339.
r. 6..36, 37, 1179.
r. 7..31, 32, *36, 115.
r. 8..*37.
r. 9..40, 339.
r. 10..132, 150, *156, 339, 340,
345, 375.
r. 13..*142, 156.
r. 17..142.
r. 19..40, 142.
r. 20..*142, 1840.
r. 21..339.
r. 24..1839.
r. 27..30, *33.

XX. (Statement of Claim),

- r. 1..120.
(b)..457.
r. 4..39, 150.
r. 6..1598.

XXI. (Defence and Counter-claim),

- r. 6..151.
r. 10..1159.
r. 11..144.
r. 12..25, 144.
r. 13..144.
r. 15..31, 36.
r. 16..35.
r. 17..227, 1153.

ORDER

XXII. (Payment into and out of Court and Tender), 202.

- r. 1..1586.
- r. 17..201, 1001, 1421, 2014, 2058.

XXIII. (Reply and Subsequent Pleadings), 1742.

- r. 2..32, *36.
- r. 5..*36.
- r. 8..1617.

XXIV. (Matters arising Pending the Action),

- r. 2..31, 32, *35.
- r. 3..142, 146, 157.

XXV. (Proceedings in Lieu of Demurrer), 34, 76.

- r. 1..34, 350, 457.
- r. 2..34, 123, 319.
- r. 3..34.
- r. 4..30, *34.
- r. 5..*144, 341.

XXVI. (Discontinuance),

- r. 1..32, 36, 107 (*Add.*), *114.
- r. 3..114, *115.
- r. 4..*115.

XXVII. (Default in Pleading),

- r. 1..118, 120.
- r. 2..146, 149, 151.
- r. 3..149, 151.
- r. 4..145, 149, 151.
- r. 5..149, 151.
- r. 6..149.
- r. 7..147, 149, 151.
- r. 8..149, 151.
- r. 9..147, 157.
- r. 10..149.
- r. 11..150, 154, 155.
- r. 12..154, 155, 157.
- r. 13..*36, 150.
- r. 14..155.
- r. 15..122.

XXVIII. (Amendment), 39 *et seq.*

- r. 1..38, 652.
- r. 2..*39.
- r. 3..*39.
- r. 4..38, *39.
- r. 5..39.
- r. 6..38, 39, 320, 341.
- r. 7..40.
- r. 11..*167, 181, 358.
- r. 12..39.

XXXI. (Discovery and Inspection), 56.

- r. 1..45, 56, *58, 73, 1158.
- r. 2..*57.
- r. 3..*51.
- r. 5..45, *59, 77.

ORDER XXXI.—continued.

- r. 6..*51, 76.
- r. 7..46, 60, 73.
- r. 8..61.
- r. 9..61.
- r. 10..54, *51.
- r. 11..45, *51.
- r. 12..47, *52, 349, 824.
- r. 13..47, 64.
- r. 14..47, *56.
- r. 15..49, 66, 70, 139, 262.
- r. 17..66, 70, 71.
- r. 18..49, *70, 71.
- r. 19..*70.
- r. 20..*76.
- r. 21..54, *85, 119, 120, 156, 371, 383, 386, 387, 395.
- r. 22..*85, 371, 374, 375, 386, 395.
- r. 23..85.
- r. 24..62, *85, 141.
- r. 26..57, 202.
- r. 27..57.
- r. 28..57, *59.

XXXII. (Admissions), 345.

- r. 1..*141.
- r. 2..128, *142, *1324.
- r. 4..128, *143.
- r. 6..126, *156, 159, 160, 293, 343, 962, 972, 1154, 1556, 1796, 1853.
- r. 7..142.
- r. 9..*142.

XXXIII. (Issues, Inquiries, and Accounts),

- r. 2..*168, 283, 345, 1153, 1157, 1189, 1247, 1853.
- r. 3..*1156.
- r. 4..283, 1158.
- r. 4A..*1157.
- r. 5..283, 1158, *1177.
- r. 6..1188.
- r. 7..283, 1152, 1188.
- r. 8..283, 987, *1159.
- r. 9..283, 1279.

XXXIV. (Special Case),

- r. 1..319, 557, 1479.
- r. 2..*117, 319, 320.
- r. 3..320.
- r. 4..318, 319, 320.
- r. 5..321.
- r. 6..321.
- r. 8..144, 321, 1638, 1640.

XXXV. (Proceedings in District Registries), 4.

- r. 1..151.
- r. 2..151, 152.

ORDER XXXV.—continued.

- r. 3..152.
- r. 4..151, 152, 223.
- r. 5..152.
- r. 6..151, 152, 277.
- r. 6(a)..152, 277.
- r. 7..152, 277.
- r. 8..152.
- r. 9..151, 152, 223.
- r. 10..152.
- r. 11..152.
- r. 12..152.
- r. 13..152, 697, *699, 1153.
- r. 14..152, *699.
- r. 16..152, 700.
- r. 17..152, *700.
- r. 18..*700.
- r. 21..*151.

XXXVI. (Trial),

- r. 1..130, *329, 330.
- r. 1 (a)..131.
- r. 2..557.
- r. 3..130, 322, *323.
- r. 4..132, *324.
- r. 5..*324.
- r. 6..132, *324.
- r. 7..*324, 329, 364.
- r. 8..132, 155, 322, *324.
- r. 9..*327.
- r. 10..557.
- r. 11..130.
- r. 12..119, 120, 121, 122, 130,
328.
- r. 13..130, 327.
- r. 14..130.
- r. 15..130.
- r. 16..120, 132.
- r. 17..327.
- r. 18..327.
- r. 19..130, 328.
- r. 21..3, 160, 278, 315.
- r. 22 (b)..152.
- r. 30..133.
- r. 31..*122, *133, *328.
- r. 32..122, *133, *328.
- r. 33..122, 133, *328.
- r. 34..130, 328.
- r. 35..391.
- r. 39..160, 315, *327.
- r. 41..145, 323, *327.
- r. 42..145, 323, *327.
- r. 44..322, 326.
- r. 45..365.
- r. 47 (b)..*365.
- r. 48..*366.
- r. 49..366.

ORDER XXXVI.—continued.

- r. 50..56, 363.
- r. 51..*366.
- r. 52..364, *367.
- r. 53..*367.
- r. 54..146, 362, 364, *367.
- r. 55..56, 362, 364, *368.
- r. 55 (b)..368.
- r. 55 (c)..367.

XXXVII. (Evidence Generally),

- r. 1..88, *91, 134, 135, 136,
316, 788, 1247.
- r. 3..*94, 136, 1055.
- r. 5..88, 89, *91, 341, 789.
- r. 6 (a)..95.
- r. 7..63.
- r. 10..99.
- r. 11..99.
- r. 13..*99, 278.
- r. 16..*99.
- r. 18..99.
- r. 20..99.
- r. 21..86, *93.
- r. 22..86, *93.
- r. 23..86.
- r. 24..86, *94.
- r. 25..86.
- r. 26..357.
- r. 28..283.
- r. 35..*96.
- r. 36..*96.
- r. 37..96.
- r. 38..96.
- r. 39..89.
- r. 48..366.
- r. 49..366.
- r. 51..*366.
- r. 52..*366.

XXXVIII. (Affidavits and Depositions),

- r. 1..88, 283, 341.
- r. 3..*97, *141, 225.
- r. 4..*97.
- r. 6..98, *202.
- r. 7..*97.
- r. 8..97.
- r. 11..46, 283.
- r. 14..*98.
- r. 15..133.
- r. 16..97.
- r. 19..458.
- r. 19 (a)..1081.
- r. 20..283.
- r. 21..283.
- r. 25..*92.
- r. 26..*92.

ORDER XXXVIII.—continued.

- r. 27..*92.
- r. 28..*92, 93.
- r. 29..*93.
- r. 30..*93, 263.

XXXIX. (Motion for New Trial),

- r. 8..141 (*Add.*).

XL. (Motion for Judgment),

- r. 1..154, *155.
- r. 2..*155, 363, *368 (*Add.*).
- r. 6..364, 368.
- r. 7..155, *336, 367.
- r. 8..155, *336, 368.
- r. 9..158.
- r. 10..158, 315, 694.
- r. 11..986, 1538.

XLII. (Entry of Judgment),

- r. 1..4, 165.
- r. 2..4.
- r. 3..4, 166, 368, 456.
- r. 4..150, 166, 368.
- r. 5..85, 184, 243, 369, 387, 399,
415, 456, 674, 679, 968,
989.
- r. 6..166.
- r. 7..166.

XLIII. (Execution),

- r. 1..375.
- r. 3..307, 369.
- r. 4..183, 303, 313, 370, 394,
669.
- r. 5..307, 370.
- r. 6..303, 370, 381, 394.
- r. 7..243, 307, 370, 371, 381,
*384, 389, 631, *632, 674,
679.
- r. 9..*373.
- r. 10..161, 155, 371, *373.
- r. 11..373.
- r. 12..373.
- r. 13..373.
- r. 14..373.
- r. 15..377.
- r. 16..373, 377.
- r. 17..266, 369, 371, 375, 376.
- r. 18..373.
- r. 20..373.
- r. 21..373.
- r. 22..*373, 395, 434.
- r. 23..372, *373, 395.
- r. 24..243, *369, *632, 1720.
- r. 26..*369, 389, 674.
- r. 27..1015.
- r. 28..*373, 390.
- r. 31..372, 394.
- r. 32..57, *374, 387, 431.

ORDER XLII.—continued.

- r. 33..57, *374.
- r. 33 (a)..420, 421.
- r. 34..57, *374.

**XLIII. (Writs of Fieri Facias, Elegit,
and Sequestration),**

- r. 1..376.
- r. 2..369.
- r. 3..369, 376, 392.
- r. 4..303, 392.
- r. 5..369, 376.
- r. 6..370, 371, 372, 393, 394,
399, 1899.
- r. 7..371, 372, 394.

XLIV. (Attachment), 371.

- r. 1..384.
- r. 2..85, 271, 345, 370, 381, 384,
386, 1899.

XLV. (Attachment of Debts),

- r. 1..*431, 432, 433, 754.
- r. 2..*431, 432.
- r. 3..*431.
- r. 4..*431.
- r. 5..*431.
- r. 6..*431.
- r. 7..*431.
- r. 8..*432.
- r. 9..*432.

**XLVI. (Charging Orders, Distringas,
and Stop Orders),**

- r. 1..426, 427 (*Add.*).
- r. 1 (a)..372, 428.
- r. 1 (b)..372, 428.
- r. 2..427, 619.
- r. 3..427.
- r. 3 (a)..427.
- r. 4..427, 619.
- r. 5..427, 619.
- r. 6..427, 619.
- r. 7..427, 619.
- r. 8..427, 619.
- r. 9..427.
- r. 10..427, 619.
- r. 11..427.
- r. 12..417, 420, 422, 423.
- r. 13..420.

XLVII. (Writ of Possession),

- r. 1..370, 380.
- r. 2..370, 380, 674.

XLVIII. (Writ of Delivery), 307, 370.

- r. 2..381.

XLVIII A. (Actions against Firms),

- r. 1..15, 57, 383.
- r. 3..25.
- r. 4..*15, 372.
- r. 5..*15, 25, 372.

*The * indicates the page at which a Rule is referred to in extenso.*

ORDER XLVIII.—*continued*.

- r. 6..25, 372.
- r. 7..25.
- r. 8..151, *371.
- r. 9..432.
- r. 10..*372.
- r. 11..*15 (*Add.*).

XLIX. (Transfers and Consolidation),

- r. 1..695, 696, 697, 698, 2049.
- r. 2..934, 2049.
- r. 3..696, *698, 2049.
- r. 4..339.
- r. 4 (a)..339.
- r. 5..696, *704, 1187.
- r. 6..696.
- r. 7..*698.
- r. 8..*698.

L. (Interlocutory Orders as to Mandamus, Injunctions, or Interim Preservations of Property, &c.),

- r. 1..458.
- r. 2..289, 292, 293 (*Add.*), 345, 458.
- r. 3..345, 458, 503, 524, *562.
- r. 4..493, 503.
- r. 5..329.
- r. 6..344, 345, 457, 458, 460, 652.
- r. 8..923.
- r. 9..1263.
- r. 10..*294.
- r. 11..452, *454, 456.
- r. 12..457.
- r. 15 (a)..*667.
- r. 16..635, 638, 654.
- r. 17..635, 654.
- r. 18..635, 678, 679.
- r. 19..679.
- r. 20..679.
- r. 21..679.
- r. 22..679.

LI. (Sale by the Court),

- r. 1..*292, 307, 1206, 1693.
- r. 1 (a)..288, *296, 1591.
- r. 2..292, 293, 297, 1207.
- r. 3..288, 293, 1207.
- r. 3 (a)..303, 304.
- r. 4..294.
- r. 5..294.
- r. 6..297.
- r. 6 (a)..*297.
- r. 7..283, *293.
- r. 8..284.
- r. 9..293, 339.
- r. 10..293.

ORDER LI.—*continued*.

- r. 11..293.
- r. 12..293.
- r. 13..293.

LII. (Motions and other Applications),

- r. 1..344, 358.
- r. 2..344, 389.
- r. 3..344, 458.
- r. 4..*346, 387, 394.
- r. 5..345, 724.
- r. 6..341, 345.
- r. 7..341, 345.
- r. 8..340, 346, 457.
- r. 9..346, 457.
- r. 11..370, 389.
- r. 13..456.
- r. 14..7, 38, 85.
- r. 15..166.
- r. 16..340.
- r. 17..340.
- r. 18..2017.
- r. 19..1009.
- r. 20..1009.
- r. 21..1009.
- r. 22..1009.

LIV. (Applications and Proceedings in Chambers),

- r. 1..273.
- r. 2..273.
- r. 3..273.
- r. 4..273.
- r. 5..273.
- r. 6..273.
- r. 7..273, 943.
- r. 8..273.
- r. 9..273, *277.
- r. 9 (a)..273, *277.
- r. 12..276, 326, 427, 458, 691, 699, 790.
- r. 23..724.
- r. 28..344.

LV. (Chambers in the Chancery Division), 1188, 1189, 1249.

- r. 1..7, 273.
- r. 1 (a)..*261, 273, 284.
- r. 2..7, 198, 783.
- (1)..*274, 859, 1013.
- (2)..*274, *2015.
- (3)..*274.
- (4)..*274, 859.
- (5)..*274, 421, 1013.
- (6)..*274, 2058.
- (7)..*274, 2014, 2015, 2016, 2082.
- (8)..*274, 307, 1053, 1068, 1900.

ORDER LV.—continued.

- r. 2 (9)..*275, 876.
- (10)..*275, 903.
- (11)..*275, 2078, 2080.
- (12)..*275, 853.
- (13)..*275.
- (14)..*275.
- (15)..*234, 243, 246, 248,
251, *275.
- (16)..*275, 317.
- (17)..*275, 320.
- (18)..*275.
- r. 3..3, 7, 241, *275, 278, 986,
1010, 1184, 1197, *1248,
1250.
- (a)..1250.
- (b)..1250.
- (c)..1250.
- (d)..1250.
- (e)..1250.
- (f)..1250.
- (g)..1250.
- r. 4..241, *276, 986, 1198, *1248,
1249, 1250.
- (a)..1250.
- (b)..1250.
- (c)..1250.
- r. 5..276, 1197, 1250.
- (a)..7, 276, 1582.
- (b)..276, 1582.
- r. 10..1189, *1246.
- r. 10 (a)..1239, 1240 (*Add.*), *1246.
- r. 13..7, 276, 1099, 1112.
- r. 13 (a)..7, *275, 1018, 1053,
1054.
- r. 14..287, 1112.
- r. 15..16, *278, 1187, 1198, 1239,
1456.
- r. 15 (a)..1187.
- r. 16..84, 278, 790.
- r. 17..278.
- r. 19..279, 491, 614, 1168.
- r. 20..279.
- r. 21..279.
- r. 22..279.
- r. 23..279.
- r. 25..844.
- r. 26..903.
- r. 27..1251.
- r. 29..342.
- r. 32..282, 1157.
- r. 33..283, 1157, 1324, 1329.
- r. 34..283, 307.
- r. 35..280, 283, 1329, 1557.
- r. 36..283.
- r. 37..283.

ORDER LV.—continued.

- r. 40..264, 281, 283, 914, *1252,
1271.
- r. 41..283.
- r. 44..1188, 1219, 1397.
- r. 45..59, 253, 1190, 1216.
- r. 46..1216.
- r. 46 (a)..1216.
- r. 48..1216.
- r. 49..1216.
- r. 50..1216, 1220.
- r. 51..1216.
- r. 52..1216.
- r. 53..1216.
- r. 54..1216.
- r. 55..1216.
- r. 56..1216.
- r. 57..1216, *1219, 1397.
- r. 58..284, 1216, 1220.
- r. 59..1216.
- r. 62..1181, 1188, 1205.
- r. 63..1181, 1205.
- r. 64..1181, 1264.
- r. 65..285, 297.
- r. 66..286.
- r. 66 (a)..297.
- r. 67..297.
- r. 68..286, 1158.
- r. 69..286.
- r. 70..286, 297.
- r. 71..286, 288, 297.
- r. 72..317.
- r. 73..283.
- LVII. (Interpleader),
- r. 1..*440, 447.
- r. 2..*441.
- r. 3..*441.
- r. 4..442.
- r. 5..442.
- r. 6..442.
- r. 7..436, 437, 442.
- r. 8..436, *442, 446.
- r. 9..*442.
- r. 10..437, *443.
- r. 11..*443.
- r. 12..378, 446, *447.
- r. 13..*444.
- r. 14..*443.
- r. 15..*444.
- r. 16..*447.
- r. 17..*448.
- LVIII. (Appeals to the Court of
Appeal),
- r. 1..344, 721, 727, 728.
- r. 2..728.
- r. 3..729, 730, 731.

ORDER LVIII.—continued.

- r. 4..339, 729, 730, 731, 735, 736.
- r. 5..723, 736, 737.
- r. 6..718, 737.
- r. 7..737.
- r. 8..733.
- r. 9..7, 730, 731.
- r. 10..729.
- r. 11..265, 734.
- r. 11 (6)..263.
- r. 12..263, 731, 734.
- r. 13..735.
- r. 15..284, 719, 724, *725, 729,
731, 732, 737, 739.
- r. 15 a..731.
- r. 16..119, 742, 744.
- r. 17..339, 727.
- r. 18..344, 727.

LIX. (Divisional Courts),

- r. 4..*722.
- r. 8 (a)..692.
- r. 9..724.

LX. (Officers),

- r. 3..184.
- r. 4..655, 687.

LXI. (Central Office),

- r. 1..1721.
- r. 1 (a)..1721, 1760.
- r. 5..143.
- r. 7..138.
- r. 8..*169.
- r. 10..2048, *2051.
- r. 11..2048, *2051.
- r. 14..654, 680.
- r. 15..143, 339.
- r. 17..339.
- r. 19..3, 339.
- r. 22..1721.
- r. 29..48.
- r. 30..47, *70.

LXII. (Registrars of the Chancery Division),

- r. 4..*163, 456.
- r. 5..*163, 456.
- r. 6..163, 456.
- r. 7..*163.
- r. 8..163.
- r. 9..164.
- r. 10..164.
- r. 11..*164, 167.
- r. 12..*164.
- r. 13..*164.
- r. 14..*164.
- r. 15..*258, 259, 264.
- r. 16..*180.
- r. 18..339, 340.

ORDER**LXIII. (Sittings and Vacations),**

- r. 13..*286.
- r. 14..*286.

LXIV. (Time),

- r. 1..185.
- r. 2..185, 340, 345, 731.
- r. 3..185, 340.
- r. 5..40.
- r. 7..7, 8, 40, 46, 94, 130, 355
(Add.), 358, 724.
- r. 8..40, 355 (Add.).
- r. 11..15.
- r. 13..148, 373 (Add.), 1656.
- r. 14..358.

LXV. (Costs),

- r. 1..121, *219, 224, 328, 629,
737, 1056, 1614, 2046.
- r. 2..227.
- r. 5..133, 943.
- r. 6..27.
- r. 6 (a)..28.
- r. 7..26, 28, 2084.
- r. 8..223.
- r. 9..223.
- r. 10..223.
- r. 11..216, *224, 943, 1271.
- r. 12..*224.
- r. 13..220, *857.
- r. 14..228, *933.
- r. 18..241.
- r. 19 (b)..*166, 241.
- (c)..242.
- (d)..242.
- (h)..242.
- r. 20..284.
- r. 21..284.
- r. 22..261, 293.
- r. 23..222, 342.
- r. 24..1112.
- r. 25..1112.
- r. 27 (1)..259, 263.
- (2)..263.
- (3)..259.
- (4)..259.
- (5)..259.
- (6)..263.
- (8)..225, *264.
- (9)..261.
- (10)..258, 259, 262.
- (11)..259, 264.
- (12)..259, 284.
- (13)..284.
- (15)..259.
- (16)..261, 284.
- (17)..70, 262.

ORDER LXV.—continued.

- r. 27 (18)..70, 259.
 (19)..341, 1016, 2016, 2036,
 2041.
 (19c)..240.
 (20)..97, 141, 216, *225,
 262, 284, 570.
 (21)..225, *228, 284, 570.
 (23)..222, 265, 284, 347.
 (24)..262, 284.
 (25)..220, 242.
 (27)..242.
 (28)..222.
 (29)..221, 259.
 (30)..242.
 (31)..41, 259.
 (32)..41, 259.
 (33)..222, 265, 347.
 (34)..222, 242.
 (35)..222, 242.
 (36)..259, 262, 264.
 (37)..220, 242.
 (38)..242, 258.
 (38a)..258, 262.
 (38b)..*240.
 (39)..256.
 (40)..256.
 (41)..255, 256, 264.
 (42)..256.
 (43)..223.
 (44)..261, 264.
 (45)..259.
 (46)..260.
 (47)..260.
 (48)..263.
 (49)..263.
 (50)..43, 221.
 (51)..259, 261.
 (52)..261.
 (55)..241.
 (58)..242.

LXVI. (Notices: Printing, Paper, Copies, Office Copies, Minutes, &c.),

- r. 5..263.
 r. 6..263.
 r. 7..263.
 r. 7 (c)..260.
 r. 7 (e)..260.
 r. 7 (i)..458.
 r. 7 (j)..451, 458.
 r. 7 (k)..*97.

LXVII. (Service of Orders, &c.),

- r. 4..15, 156, 387.
 r. 5..*19, 375, 395.
 r. 6..9.

ORDER LXVII.—continued.

- r. 8..*316, 346.
 r. 9..20, 150.

LXX. (Effect of Non-compliance),

- r. 1..234.
 r. 2..8, 21.

LXXI. (Interpretation of Terms), 372.

- r. 1..369.

LXII. (General Rules),

- r. 2..135, 323, 326, 380.

**CHANCERY FUNDS AMENDED
ORDERS, 1874.**

- r. 4..185.
 r. 6..1013.
 r. 7..1011.
 r. 8..1012.
 r. 9..1012.
 r. 10..1012.
 r. 14..181, 1323.
 r. 16..177, 184.
 r. 33..2080.
 r. 34..1011.

**SUPREME COURT FUNDS RULES,
1886.**

- S. C. F. r. 2..180.**
 r. 3..177, 181.
 r. 4..180.
 r. 5..180, 305.
 r. 6..181, 186, *198.
 r. 6a..192.
 r. 7..200.
 r. 9..200.
 r. 10..180, 198.
 r. 11..794.
 r. 12..198, 1260.
 rr. 13—16..198.
 r. 17..198.
 r. 18..198, 891.
 r. 19..189, 198.
 r. 20..198, 204, 210.
 r. 21..198, 1552.
 r. 22..180.
 r. 23..180.
 r. 24..180.
 r. 25..180.
 r. 26..181.
 r. 27..*187, 181.
 r. 29..182.
 r. 30..182.
 r. 31..24, 177, 182.
 r. 35..182.
 r. 36..182, 185.
 r. 37..202.

S. C. F. r. 38..192.

- r. 39..152, 2013.
- r. 40..152, 2077.
- r. 41..153, 1011.
- r. 45..199.
- r. 47..199.
- r. 48..195, 199.
- r. 52..190, 193, 199, 204, 1492.
- r. 53..192.
- r. 55..199.
- r. 56..199.
- r. 57..199.
- r. 58..200.
- r. 59..200.
- r. 60..200.
- r. 61..200, 793.
- r. 62..200, 1263.
- r. 63..192, 200.
- r. 64..200.
- r. 65..202.
- r. 66..202, 204.
- r. 67..191, 208, 210, 221.
- r. 69..201.

S. C. F. r. 70..201, 202.

- r. 71..184, 202.
- r. 72..197, 201, 202.
- r. 73..201, 202.
- r. 74..201, 1011.
- r. 75..201.
- r. 76..176, 184, 202.
- r. 77..202, 2013, 2058, 2080.
- r. 78..202.
- r. 79..202.
- r. 80..202.
- r. 81..202.
- r. 82..202.
- r. 83..202.
- r. 84..202.
- r. 85..202.
- r. 87..208.
- r. 96..181, 1231.
- r. 99..181.
- r. 100..181.
- r. 101..181.
- r. 102..181.
- r. 103..209.

~~~~~  
*The \* indicates the page at which a Rule is referred to in extenso.*

*Vol. I. ends with p. 748; Vol. II. with p. 1772.*  
 ~~~~~

GENERAL INDEX.

References to the Forms are printed thus [456].

ABANDONED APPEAL,
costs of, 733, 738.

ABANDONED MOTION, [343], 347. See MOTION.
order on, [343].

ABANDONMENT,
domicile, of, 1335, 1337.
light, of right to, 495.
trade mark, of, 1995.

ABANDONMENT OF UNDERTAKING,
railway, of, 2059.
 application of parliamentary deposit on, 2059, 2060.
 declarations and inquiries consequent on, [2054, 2055, 2056].
tramway, of, 1059.
 application of parliamentary deposit on, 2062, 2063.
 inquiries as to interference with landowners and road authorities,
 [2056, 2057].

ABATEMENT,
action or cause, of, 103.
 none by marriage, &c., if cause of action survives, 103.
annuity, of, in administration, [1382, 1383].
legacy, of, in administration, [1384, 1381—1383], 1384.
 charitable legacies, of, [1132], 1147.
passing and entering of judgment prevented by, 165.
specific performance with, or compensation, [1876—1878], 1879—1881.

ABETTERS,
of contempt of Court, inquiry as to, [897].
order against, 899.

ABRIDGMENT,
fair, is not piracy, 579.

ABSENCE BEYOND SEAS,
effect of, as to Statutes of Limitation, [1223].
presumption of death from, [1322, 1349], 1391.

References to the Forms are printed thus [456].

ABSENT PARTIES, 1238, 1251, 1329. *See PARTIES.*

ABSTRACT OF TITLE,
costs of, 258, 259, 267.
sale by Court, on, 293, 303, 304.
sufficiency of, 1856, 1857.

ACCOMMODATION WORKS,
enforcement of agreement as to, 1836, 1869, [1894], 1895.

ACCOUNT, *CHAP. XLIII.*, 1149—1183.
accountants, Court may obtain assistance of, in taking, 1159.
accounting party, continuing proceedings against, [102].
action involving, should be in Chancery Division, 1164 *et seq.*
additional, directing, in chambers, [168], 169, 1158, 1247, 1248, 1250.
administration action, usual accounts in, [1184 *et seq.*]. *See ADMINISTRATION.*
admission in pleadings, sufficient to ground, 183, 962, 977, 978, 1153, 1154.
adoption of, on behalf of infant, [832].
adoption of accounts taken in former action, [1162, 1175], 1186.
advances, of, to expectant heir, [1947].
to infant for necessities, [834].
affidavit of accounting party, 1158.
agent, against, judgment for general account, [1166—1169], 1170—1173.
See AGENT.
agreement as to, evidence of, 1156.
regard had to, in taking account, 1151, [1168].
allowances in taking, 1159. *See ALLOWANCES.*
just allowances, direction as to, unnecessary, 283, 1159.
particular items, account with directions as to, [1150].
special, as to management of partnership, [1815].
annuities, of, in administration of assets, involves arrears, 1247.
annuity, of arrears of, [1375]. *And see ANNUITY.*
on redemption of, [1758, 1759].
appropriation of payments, 266, 766, 1164, 1165.
arbitration, reference of matters of account to, 362, 1159.
architect, against, and his employer, [1149].
bailiff, against, 1157, 1169.
banker's books, leave to inspect, [1152], 1156.
bankrupt trustee, against, [982].
bill for, when it would lie, 1154, 1155, 1170.
bill of exchange, of amount due on, [756].
books, entries in, evidence by, 1156, 1175, 1177.
breach of contract, account and injunction, 180.
bringing in, orders as to, [282, 677].
building contract, inquiries and accounts as to, [1149].
quantities, builder in general bound by, 1160.
secret agreement between architect and employer, 1150, 1172.
building society, against treasurer of, 1177.
building society, on foreclosure or redemption of mortgage to, [1762—1765].
buildings, of money spent in erecting, [1707].
business, distinguishing interest from profits of, [1312].
calls on shares, of, [1964].
carrying over funds to separate, 198—201. *See CARRYING OVER.*

ACCOUNT—*continued*.

- chambers, taken in, 277, 283, 284.
 - directions for, to be numbered, 283.
 - further accounts ordered in, 169, 1157, 1158, 1247.
 - order for, to be made by judge in person, 278.
 - reference to, when made, 1154.
 - result of, how to be stated, 286.
- Chancery Division, jurisdiction of, in actions for, 1153 *et seq.*
 - under new procedure, 1153, 1154.
 - and previously, 1154 *et seq.*
- charity, of rents and property of, [1083, 1085], 1109, 1120, 1122. *See* CHARITY.
- Chief Clerk's certificate of, form of, 1158. *And see* CERTIFICATE OF CHIEF CLERK.
 - varying, 1158.
- church, against contractor for restoration of, 1150.
- coal gotten, of, [498], 1157.
 - gotten and rendered unworkable, 498.
 - inadvertently gotten, [499], 503, 504.
 - landing, rents received for, 1151.
 - wrongfully gotten, [500], 504.
- co-defendants, between, 1153.
- collieries, of proceeds of, [1697].
- commission agent, against, 1171.
- common judgment or order for, [1149].
- Common Law Procedure Act, 1854, effect of, 1154.
- complicated, jurisdiction in case of, 1155.
- conclusive, to be, with leave to show errors, [1174].
- concurrent remedies at Law and in Equity under old practice, 1154 *et seq.*
- consignee, against, 117.
- continuance of, 1158.
- contractor, in action by, [1149—1151].
- costs, account including sums due for, [1166, 1588].
 - against party denying right to account, 1180.
 - apportionment of, in tithe suit, 1180. *And see* COSTS.
 - of taking account, adjournment of question of, usual, except in simple cases, 1180.
- costs, charges, and expenses, of, [1728].
- counterclaim in action for, 1159, 1178.
- Court fees on accounts of executors, &c., 1247.
- creditor's action, usual accounts in, [1184—1188]. *See* CREDITOR'S ACTION.
- cross-examination on, 1158.
- Crown, against, 349, 1170, [1385].
 - against agent of, 1155.
- dealings and transactions, of, [935, 1149, 1155, 1166, 1167, 1176].
- debenture holders' action, in, [1684—1688].
- debt of plaintiff, of, [1186, 1187].
- debts, of, in general administration action, [1237].
 - further sums, of, received or paid in respect of, [1376] (*add.*).
 - in creditor's action, [1184]. *And see* CREDITOR'S ACTION.
 - in action by mortgagee of trading partnership, [1697].
- default in appearance, judgment on, 1153.
- default in bringing in, attachment for, 383.

ACCOUNT—*continued*.

- defaulting trustee, against, [953—958, 971—973, 982—985].
- defendant, judgment for, where set-off or counterclaim established, 1153.
- delivery up of books of account, &c., 1175.
- derivative mortgage, of money due under, [1730—1733].
- detention, of damages by unlawful, 1159.
- directors of company, liability of, to account, 605, 968, 969.
- disallowance of particular items, with, [1150].
- discovery by accounting party, 1158.
 - as to particular items before hearing, 1157, 1158, 1179.
 - necessity for, formerly gave jurisdiction, 1155.
- District Registry, taking, in, 152, 1149, 1153.
- dividends, of, received by steward, [1167].
- dower, of, [1300].
 - of rents of land subject to, [805, 806], 808.
- errors in, evidence of, 1171.
- evidence on taking, 1156, 1157.
 - at hearing, for what purpose admissible, 1156.
 - books when *prima facie* evidence, 1156.
 - on taking account in chambers, 1158.
 - release or discharge, of, 1179.
 - special directions as to, when given, 1156.
- examination of accounting party, 1158.
 - notice to be given on, 1158.
- execution creditor, against, in possession, 1635, [1714], 1723.
- executor, against, and his representatives, [1272, 1273], 1277.
- executor *de son tort*, against, 1196, 1197.
- expenditure, of, by vendor, in specific performance action, [1862].
 - where purchase set aside, [1911].
- falsify, leave to, given, 1156, 1157, [1174, 1175], 1177—1179.
- fiduciary relation, Chancery jurisdiction in cases of, 1155, 1178.
 - settled account opened in cases of, 1178.
- final, guardian to pass, [851].
 - receiver to pass, [685], 687.
- foreclosure, in action for, [1575]. *See FORECLOSURE.*
- foreign Court, decree for, in, when no bar, 1156.
- foreign government, suit by, against commission agent, 1170.
- fraud, jurisdiction in cases of, 1155, 1171, 1179.
 - opening account on ground of, 1178.
- freight and earnings of ship, of, [438].
- funeral expenses, of, [1184, 1237].
- further accounts ordered in chambers, [168], 169, 1158.
- further consideration, after taking account, [1179], 1180—1183.
 - in creditor's action, accounts carried on, [1230]. *See CREDITOR'S ACTION.*
- general account, original judgment or order, [1149—1152], 1152—1166.
 - further consideration, [1179], 1180—1183.
 - partnership, of, 1804. *See PARTNERSHIP.*
 - right to judgment for, 1153—1156, 1163, 1170.
- guardian, by, [840, 851].
- hearing, at, Court usually only directs account to be taken, 1156.
- immediate order for, under O. xv. 1..148.
- improvements, of sums expended for, [1621, 1622], 1640, [2026].
- incumbrancers, of sums due to, [1185, 1186, 1229, 1434, 1588].

ACCOUNT—continued.

- indorsement of writ, with claim for, 1153.
- infant, on behalf of, inquiry as to, [832, 955].
- injunction, incident to, 536, 578.
 - to stay action at law for, when granted, 1155.
- insurance premiums, of, [1821].
- interest, allowance of, in taking, [1166], 1180—1183. *And see* INTEREST.
 - compound, with rests, [955, 984], 988.
 - express or implied contract, under, 1180.
 - rate of, 1181.
 - stated account, on balance of, 1180.
 - under 3 & 4 W. IV. c. 42.. 1181, 1182.
- interlocutory application, principle of account, may be settled on, 1158.
- interrogatories, examination of accounting party by, 1158.
- Ireland, by Court in, 1156.
- items, particular, allowance and disallowance, [1150], 1151, 1175.
 - appropriation of, in account, 966, 1164.
 - discovery before hearing as to, 1157, 1158, 1179.
 - notice as to, to be given on cross-examination of accounting party, 1158.
 - special directions as to, and stated and settled accounts, 1156, [1175].
- jewels, of, 1662.
- judgment for, does not give right to charging order, 427.
 - sums received after, 1158.
- judgment-creditor, of money due to, [1715—1717].
- Judicature Acts, remedies at law and in equity previously to, 1154 *et seq.*
- just allowances, direction as to, unnecessary, 283, 1159.
- land tax, of, [1167].
- landing rents, of, 1151.
- legacies, of, [1237, 1245]. *See* LEGACY.
- legatees, of money received by, [1393].
- licensee of patent, against, 1163, 1172.
- Limitations, Statute of, when barred by, 1165, 1166.
- maintenance, of rents, &c., applied for, [840].
- managing agent, against, [1168].
- married woman testatrix, against separate estate of, [756].
- master and servant, as between, 1169.
- mines, as to workings of, [474, 475, 495—499], 500—504, 1166.
- money due under agreement, of, [1903].
- money paid, of, where purchase set aside, [1929].
- mortgage, of sums due on, [621, 1535, 1575, 1576, 1579, 1588, 1593, 1598, 1626, 1697].
- mortgagee bound to set out, 69.
- mortgagee concurring in sale, of amount due to, [1861].
- mortgagee creditor, in action by, [1209—1211].
- mortgagee in possession, against, [1580, 1620, 1622], 1634, 1635. *See* MORTGAGE.
- “mutual accounts,” 1145, 1155.
 - action involving, should be in Chancery Division, 1154, 1155.
- necessaries, of, for infant, [834].
- ne exeat*, writ of, against co-defendant in action for, 1152, 1153.
- “notwithstanding” release, 1179.
- numbered in judgment, 1188.

ACCOUNT—*continued*.

occupation rent, of what is due for, [1309, 1541, 1557, 1565, 1566], 1877.
 official referee, order by, to bring in, [364].
 outstanding liabilities, of, [1794].
 overseers, suit for, by, against rate collector, 1170, [1174].
 oyster meters, against, 1170.
 particulars not in general ordered in action for, 37.
 parties attending taking of, 1185.
 partner, deceased, in action to administer estate of, [1819].
 partners, duty of, to render accounts, 1805.
 partnership cases, in, [1795, 1799, 1801, 1802, 1813, 1826, 1829]. *See*

PARTNERSHIP.

partnership moneys not accounted for, of, [463].
 patent, against licensee of, by assignee of share, 1153, 1172.
 as between co-owners of, 569, 1994.
 patent, in action as to infringement of, [549, 565], 568, 569.
 payment into Court, when ordered in action for, 1153.
 payment of sum due, order for, against plaintiff, 1152.
 percentage on profits, of, [1897].
 personal estate, of, in creditor's action, [1183—1186].
 come to hands of bankrupt's assignees, [1278].
 personal estate "not specifically bequeathed," of, 1369.
 personalty, distinguishing pure from impure, [1129, 1130], 1135, 1136.
 pirated work, of sale of copies of, [572].
 plaintiffs, against, 1152, 1153.
 plaintiffs having adverse rights cannot sue for, 1156.
 pledge, of money due on, [1682].
 policy, of premiums paid on, [1702, 1739].
 portions, of sums due for, [1457].
 prejudice, without, to particular questions, [621].
 preliminary, may be directed at any stage, 148, 1153, 1154, 1157, 1158, 1189.
prima facie conclusive, to be, [1174].
 privateer, against owners of, 1170.
 proceedings under order for, 1157, 1158.
 profits, of,
 agent, by, [1167]. *See* AGENT.
 assets in trade, from employment of, [985].
 boundaries, in action to ascertain, [1571, 1573].
 business, of, [1814, 1826, 1897].
 charity lands, of, [1083, 1085, 1118].
 co-patentee, by, 1220 (*add.*).
 copyright or patent cases, in, [549, 565], 572.
 counterfeit mark, from sale of goods bearing, [536, 537].
 dower, of land subject to, [805, 806].
 infant's land, of, [840].
 settlement, in action to set aside or enforce, [1434, 1449, 1454].
 trade mark cases, in, [536, 537].
 promissory note, of amount due on, [756, 1695, 1696].
 promoters of company, liability of, to account, 1172, 1173.
 prosecution of, under judgment, 282—284, 1157, 1158.
 purchase-money, of, where purchase set aside, [1911, 1929].
 in action for specific performance, [1861, 1879, 1901].

ACCOUNT—*continued*.

- railway contractor, of sums due to, [1150].
- rates, of, in action by overseers against late collector, 1170, [1174].
- realty, of proceeds of sale of, [1302].
- receipts and payments, of, [1168, 1169, 1739].
- receiver, by, [676—678], 679—681.
 - account and payment by surety of, [676].
- redemption, in action for, [1593, 1594, 1595], 1637, [1728]. *See* REDEMPTION.
- referee, how taken by, 367.
- reference of, to official or special referee, 362, 365, 367, 1153 (*add.*).
- refusal to account, 1154.
- release or discharge with insufficient knowledge, [1174], 1179.
- remittances from abroad, &c., of, [1168].
- rents, of, against guardian of infant, [838, 840], 868.
- rents of realty, of, [1167, 1230, 1238, 1288, 1791].
 - mortgagee, against, [1590, 1620, 1642, 1696.]
 - specific performance, in action for, [1859, 1863, 1868], 1870, 1871.
 - trust, in action for execution of, [956], 984.
 - where conveyance set aside, [1911], 1916, 1932.
- repairs, of sums expended for, [1434, 1621, 1622], 1640, [1714, 1728].
 - in judgment setting settlement aside, [1433].
- rests, with, [955, 964], 988, [1620], 1637, 1638.
- right to, generally, 1153—1156.
- royalties under mining lease, of, 1166.
- salaried manager, at suit of, 1171.
- salary, of sums due for, [463].
- sale, completed, set aside on ground of fraud, where, 1926, [1929].
- salvage, of sums received for, [1169].
- secret profit by agent, of, 1172, [1939].
- separate, carrying over funds to, 198—200. *See* CARRYING OVER; SEPARATE ACCOUNT.
 - effect of, 422, 1255, 1263, 1329.
- separate estate, of, [756].
- sequestrators to leave, in chambers, [403].
- set-off, or counter-claim, 1159—1164.
 - judgment for defendant in case of, 1153.
 - stockbroker and principal, in account between, 1171.
 - when allowed in Equity, 1162. *And see* SET-OFF.
 - winding up of company, in, 1161 (*Add.*).
- settled accounts, what are, 1177, 1950.
 - amendment at trial for purpose of opening, 38.
 - co-plaintiff bound by, 1247.
 - custom of dealing, effect of, 1171.
 - no discovery as to, 77.
 - not to be disturbed, [1151], 1171, [1174], 1177, [1812, 1813, 1826].
 - opening, 938, [1176], 1176—1179, 1950.
- settled funds, of, [953—957, 1454, 1455].
- shares, of proceeds of sale of, [1936].
- ship, as to claims on, [438].
- ship's cargo, of, 1169.
- solicitor, of dealings and transactions by, [935, 936], 937, 938, [1166, 1167], 1169, 1170, 1800. *And see* SOLICITOR.
- Solicitor to Treasury, against, who has administered, [1395].

ACCOUNT—*continued*.

- special circumstances, Chief Clerk may state, without direction, 1158.
- special directions as to mode of taking, 1156, [1174, 1175].
- specific devises, distinguishing, [1241].
- stage of proceedings, may be ordered at any, 1153, 1154, 1157, 1158, 1183.
- stakeholder not charged with interest, 1182.
- stated account, what is, 1177.
 - interest on balance of, 1180.
 - not to be disturbed, [1174].
 - set aside, [1176].
- statement of accounts, executors ordered to render, 1246.
- steward, against, [1167], 1169.
- stockbrokers, against, [1168], 1171.
- submission to account, [1149, 1237].
- subscriptions, of, payable by member of building society, [1762, 1763].
- summons for, 1154.
- summons to proceed under order for, 282, 283, 1157.
- sums actually advanced, of, with interest, [1948].
- sums received after judgment to be included in, 1158.
- supercargo, against, 1169.
- surecharging and falsifying, 1156, 1178, 1179, 1370.
 - directions for, 1156, 1157, [1174, 1175].
 - notice of, 283, 1158, 1176.
 - onus probandi*, 1178.
- surety, of sums paid by, [1773]. *See SURETY*.
- surveyor, against representatives of, 1169.
- taxation, included in common order for, 235.
- tenant for life, of sums due to, [1412].
- tenants in common, between, 1157.
- tender, after, by mortgagor, [1579, 1594, 1595, 1728].
- timber, of, in action by steward, [1167].
 - in action to ascertain boundaries, [1571].
 - undertaking to account for proceeds of sale of, [1475].
- tithes, uncommuted, of, [1151], 1152.
- apportionment of costs in action for account of, 1180.
- title of, 200.
 - length of, 209.
 - subject to duty, 198, 210.
- trade, of moneys earned by, [463].
- trade mark, of profits by counterfeit, [536, 537].
- transcript of, issue of, by Paymaster, on request, 181.
- transfer of action for, to Q. B. D., not ordered, 699.
- trial of action for, by jury, not ordered, 325.
- trust fund, of, inquiry as to adopting, [955].
- trust property, of, [955, 956]. *And see TRUSTEE*.
- trustee, charging *cestuis que trust* with bonus, settled account against, opened, 1179.
- trustees, against, omitting to convert or invest, [956], 978. *See BREACH OF TRUST; TRUSTEE*.
- unconscionable bargain, of moneys paid under, [1947].
- undertaking to keep, [401, 548].
- verification of, by affidavit, 1158.
- voluminous and intricate, taken in equity, 1155.

ACCOUNT—*continued*.

- vouchers, not forthcoming, special directions as to, 1156.
- importance of, in settlement of account, 1177, 1178.
- production of, at solicitor's office, 1151.
- waiver of, [627].
- waste, of, [474]. *See* WASTE.
- wilful default, when given on footing of, 169, [982], 1157, 1169, 1244, [1620, 1642, 1698]. *And see* WILFUL DEFAULT.
- winding-up, proof for commission in, 1173.
- interest on calls, 1182.
- proof by creditors, interest, 1182, 1183.

ACCOUNTANT,

- charges of, allowance for, 259.
- Court may obtain assistance of, 279.
- inspection of documents by, [52], 71.
- opinion of, taken in chambers, 279.
- references to, directed, 1801.
- scale of charges of, 259.

ACCOUNTANT-GENERAL. *See* CHANCERY PAYMASTER.

- office of, abolished, 180.

ACCUMULATION,

- charity, for benefit of, 1090.
- costs payable out of, under Settled Land Acts, 1505.
- Crown entitled to undisposed-of surplus, [1385].
- declaration as to invalidity of direction for, [1348].
- direction for, [196, 197].
- improvements, trust to expend surplus income in, [1348], (*Add.*), 1481.
- legatee competent to give discharge, can require payment notwithstanding direction for, 1247.
- portions, for, 1461.
- transfer of fund accumulated beyond legal period, [196].

ACKNOWLEDGMENT,

- debt, of, within Statutes of Limitation, 1165, 1221, 1222, 1606, 1607, 1611.
- deed, of, by married woman, 777, 789, 790, 792.
- deeds, of right to production of, under Conveyancing Act, 1559.

ACQUIESCENCE,

- cestui que trust*, by, in breach of trust, [973], 979, 980. *See* BREACH OF TRUST.
- fraud, amounting to, 1924.
- infant, by, 836, 837.
- injunction, right to, when barred by, 459, 461, 466, 469, 482, 542, 605, 629, 630.
- waste, in cases of, 482.
- interruption of right, in, 494.
- married woman, by, in breach of trust, 981.
- patent or trade mark, material in cases of, 459, 542.
- restrictive covenant, action to enforce, barred by, 469.
- retainer of solicitor by, 916.
- specific performance, when a defence to action for, 1837, 1845.

ACQUIESCENCE—continued.

- statutory powers, in unlawful exercise of, 602.
- voluntary settlement, right to avoidance of, when barred by, 1435.
- waste, material in cases of, 482.

ACT OF PARLIAMENT. *And see* PARLIAMENT.

- form of entering, as evidence, [125].

ACTIO PERSONALIS, 104, 462, 493, 1938.**ACTION,**

- cause of, determination of, by change of interest, 104.
- commenced without authority by solicitor, 123.
- compromise of, 111—113. *See* COMPROMISE.
- conduct of, [281], 282, [701], 705, 706, [707].
- consolidation of, 700—706. *See* CONSOLIDATION OF ACTION.
- costs, for, 237. *See* SOLICITOR.
- costs of, [211—217]. *See* COSTS.
- discontinuance of, [114].
- discovery only, for, 66.
- dismissal of, at hearing, [121], 122.
 - for default in appearance, [122], 123.
 - for want of prosecution, 117, [119, 120], 120, 121.
- infant, against, 826, 827.
 - by, [822, 823], 823—826.
- injunction to restrain foreign action, [623, 624], 628.
- married woman, by, and against, 749 *et seq.* *See* MARRIED WOMAN.
- meaning of term under Judicature Act, 2, 7.
- originating summons is an action, 3, 7.
- personalis (actio) moritur cum persona*, 104, 462, 493.
- petition in, 339. *See* PETITION.
- proceedings hitherto by bill to be by, 338.
- receiver, against, not to be brought without leave, 657.
- receiver to bring, for rent, [670].
- removal and transfer of, 695—713. *See* INFERIOR COURT; REMOVAL; TRANSFER.
- test action, [703], 706, 727.
- solicitor, by, without authority, 123, [913, 914], 915.
- stay of proceedings in, 116—118, 700—706. *See* STAY OF PROCEEDINGS.
- test action as to patent, trial of, [556], 557.
- trial of, 124, 125. *See* TRIAL.

ACTOR,

- injunction to enforce theatrical engagement by, 467.

ADDING TO JUDGMENT OR ORDER,

- additional accounts and inquiries, [168], 169, 1158, 1247, 1243, 1250.

ADEMPMENT,

- of legacy, by advances by way of portion, [1247], 1351, 1352, 1462, 1463.
 - by conversion of property specifically bequeathed, [1364], 1368.
 - of stock of lunatic, 1368.

ADJOURNED SUMMONS, [272], 277, 278. *See* CHAMBERS; SUMMONS.

ADJOURNMENT,

- costs of, 278.
- from chambers, is not an appeal, 277.
- further consideration, of, [158], 315. *See* FURTHER CONSIDERATION.
- petition, of, to chambers, 342. *And see* PETITION.
- order on petition adjourned, [338].
- with leave to amend, 341.
- settling judgment or order, of appointment for, 164.
- summons, of, to and from chambers, [212, 272], 277, 278.
- trial of action, of, 328.

ADMINISTRATION, CHAP. XLIV., 1184—1422. *And see* EXECUTOR.

- abatement of legacies, [1364, 1381—1383]. *See* LEGACY.
- absent parties, 1238, 1251, 1329.
- accounts and inquiries in. *See* ACCOUNT; INQUIRY.
- Court fees on taking, 1247.
- not to proceed without leave of Judge in person, [1239].
- special directions as to, and as to objections to items, [1240] (*add.*).
- accounts, statement of, executors, &c., ordered to render, 1246.
- accumulations, declaration as to, [1348].
- action in Queen's Bench Division, defendant authorized to defend, [1245].
- additional accounts and inquiries, [168], 169, 1158, 1247, 1248, 1250.
- administrator, judgment at suit of, [1237].
- admission of assets, 1198, 1253, 1254.
- account against executors not admitting assets, [1272, 1273].
- payment of legacy on, [1244].
- advances, bringing, into hotchpot, [1259], 1265, 1347, 1352.
- inquiry as to, by testator, intestate or otherwise, [1243, 1244].
- advertisements for creditors, in action for, 1188, 1190, 1216, 1219.
- affidavit, proof by, at hearing of action, 1247.
- allowances in accounts, 1254, 1277, [1313], 1315. *See* ACCOUNT; ALLOWANCES.
- annuities, accounts of, [1247, 1371—1376], 1380, 1381. *See* ANNUITY.
- apportionment,
 - assets of, amongst creditors, [1228], 1232.
 - amongst residuary legatees, [1258].
 - capital and income, between, 1265, [1410—1416], 1417—1422.
 - costs, of, on two funds, [1260].
 - where there is a gift of mixed residue, 1268.
 - purchase-money, of, where part of estates subject to distinct mortgages, [1291].
 - pure and impure personalty, between, [1126, 1130], 1133, 1134, 1147, [1289].
- appropriation of legacy, 1255, 1256, 1267.
- assent to legacy, 1253—1255.
- assets, right of creditor to follow, 1190, 1283, 1395.
- deficient, contribution by specific and other legatees, [1357—1359].
- costs in case of, 1265, 1266.
- deficiency raised by sale or mortgage, [1357, 1359, 1398].
- legal and equitable, 1203, 1204, [1404], 1405, 1407.
- assignee of share, costs of action by, 1271.
- assignment of fund in Court, notice of, 1262.
- payment out of Court of assigned fund, 1263.
- attendance in chambers, costs of, 1270, 1279.

References to the Forms are printed thus [456].

ADMINISTRATION—continued.

- bankrupt's estate, administration of, 1238.
- bankruptcy, transfer of administration proceedings to, 638, 1236, 1288.
- bequest. *See* LEGACY.
- bond, calling in money due on, [1318].
- building contracts by testator, inquiry as to, [1303].
- building, improvements by, inquiry as to, [1310].
- business of testator, carrying on, [1310—1313], 1314—1316. *See* BUSINESS;
EXECUTOR.
- calls on shares, indemnity against, [1282, 1283], 1284.
- cestui que trust*, representation of, by trustee, 1251.
 - right of, to sue, 1250.
- chambers, accounts taken in, 277, 283, 284. *See* ACCOUNT; CHAMBERS.
- charges on estate, special inquiries as to, [1290—1293].
- class inquiries, [1321—1323], 1324, 1326. *See* INQUIRY.
 - costs of, 1328, 1329.
 - representation of, by one solicitor, 1271.
- classification order, 1252.
- compromise, inquiry as to, [1317].
 - of liability on bond to be paid by instalments, [1318].
- concurrent actions, consolidation of, [700, 702], 704, 705.
- conduct of action or proceedings, right to, 1247, 1279.
 - orders as to, [1278], 1279.
 - plaintiff when deprived of, 1247, 1279.
- construction of will not decided till accounts taken, 1246.
- contingent liabilities, provision for, [1280, 1281, 1411].
- contracts and sales by testator, inquiries and directions as to, [1282, 1303—1306].
- conversion by, 1306.
- contribution, where assets deficient, [1357—1359].
 - where assets marshalled, [1398—1405]. *And see* CONTRIBUTION.
- conversion, equitable, by will or contract, 1306, 1307.
 - failure of purpose, reconversion, 1307, 1308.
- costs, action, of defended, by leave made costs of administration, [1245].
 - apportionment of, on two funds, [1280, 1405].
 - between legal and equitable assets, 1226, [1405, 1406].
 - assets, deficient, in case of, 1265, 1266.
 - assignor's, to be paid to assignees, [1280].
 - claim failing, in case of, 1268, 1269.
 - class inquiries, of, 1328, 1329.
 - conduct of action, where plaintiff deprived of, 1279.
 - consolidation of actions, on, [700].
 - Court fees, 1247.
 - estate, out of, 1147, 1148, 1246, 1249, 1269, [1399].
 - executor, of, 1201, 1227, 1265. *See* EXECUTOR.
 - general personalty, out of, 1266—1268, [1394, 1401].
 - generally, 1269—1271.
 - heir, of, 1266, 1269.
 - incumbered shares, of mortgagees of, [1280], 1271, 1272.
 - infant plaintiff entitled in reversion, where, 1270.
 - lapse, in case of, 1268.
 - mixed residue, out of, 1268.
 - payment of, [1257, 1258].

ADMINISTRATION—continued.**costs—continued.**

- plaintiff, of, deprived of conduct of proceedings, 1279.
- indemnity to, against future, 1279.
- real estate, of administration and sale of, 1261, 1267, 1268, 1270.
- solicitor and client or party and party, 1270, 1271.
- taxation of. *See* TAXATION OF COSTS.
- "testamentary expenses," are, 1148, 1200, 1204, 1267.
- unnecessary proceedings, of, 1267.
- County Court, jurisdiction of, 712, 1190.
- to grant probate, 1191.
- creditor, action by, 1184—1236. *See* CREDITOR'S ACTION.
- judgment or order in, how obtained, 1189.
- prosecution of judgment given to, [1279, 1279].
- residuary legatee or executor preferred to, 1279.
- creditors, settlement in fraud of, set aside, [1951].
- Crown, action against, by summons, 1249.
- liability of, to refund, 1397.
- debts, charge of, on real estate, 1203, 1204, 1292.
- direction for payment of, does not show contrary intention under 17 & 18 Vict. c. 113..1295.
- inquiry as to, 1242, [2065, 2067]. *See* INQUIRY.
- special, [1242].
- interest on, 1205, 1206, [1235], 1232. *See* INTEREST.
- liberty to executor to compound, [1818], 1320. *And see* EXECUTOR.
- payment of, with subsequent interest, [195].
- proof of, 1216—1225. *See* CREDITOR'S ACTION.
- specialty and simple contract, by, 1202.
- no priority as between, after 1st January, 1870..1202, 1408.
- declarations as to general bequests and devises, [1344—1350]. *And see* LEGACY.
- deficiency of assets, contribution by legatees, [1357—1359].
- raised by sale or mortgage, [1357, 1359, 1396].
- real estate applied in case of, [1240].
- delay, leave to prosecute judgment given to creditor, 1247.
- derivative representatives, accounts against, [1272, 1273].
- descriptio personae*, 1325—1328, [1344].
- discharging, varying, or adding to order, 1250.
- discretion of Court as to ordering, 1246.
- discretion of trustees not interfered with, 1249.
- domicile and *lex loci*, inquiries as to, [1339—1334].
- law of, [1334—1339]. *And see* DOMICILE.
- dower and election by widow, [1300—1302]. *See* DOWER; ELECTION.
- due course of administration, what is, 1189, 1406.
- duty, legacy, payment of, [1258]. *And see* LEGACY DUTY.
- succession. *See* SUCCESSION DUTY.
- election to take under or against will, [1339—1341], 1342—1344. *See* ELECTION.
- establishing will, 1200.
- examination of witness as to assets, 278.
- exchange, agreement for, inquiry as to, [1305].
- executor, deceased, judgment against, [1272], 1277.
- executor, on summons by, 1248—1250.

ADMINISTRATION—*continued.*

- executor represents estate for purposes of, 1196, 1197, 1252.
- executors, special judgments against, [1272—1277]. *See* EXECUTOR.
- exoneration, action by devisee, when barred, 1256.
 - incumbrances created before testator's decease, 1292—1294.
 - personal estate, of, from debts, [1288—1290], 1294.
- Real Estate Charges Acts, under, 1294—1296.
- foreign creditors not restrained from suing abroad, 625.
- foreign securities, direction to continue, [1317].
- fraud, allegations of, when to be disposed of, 1246.
- furniture, &c., inventory of, [1362], 1370.
- further accounts and inquiries, 1247, 1248, 1250.
- further consideration of action, 1257 *et seq.*
 - readjustment of order on, as to costs, 1270.
 - sale or mortgage on, to raise deficiency, [1239—1231, 1357, 1359].
- general, original judgment, or order, as to personal estate, [1237].
- personalty and realty, as to, [1238—1240].
 - when Court will order, 1246.
- hearing, parties appearing at, 1250, 1251.
- heir, at suit of, [1240].
- hotchpot, provision for, [1259], 1265, 1347, 1352, 1408. *See* HOTCHPOT.
- improvements, inquiry as to, [1310].
- income, apportionment of, &c., 1265, 1418, 1419. *See* APPORTIONMENT ;
TENANT FOR LIFE.
- income, payment of, pending complete administration, 1233.
- income tax, deduction of, by executor from interest on legacy, [1244].
- incumbrances,
 - costs of, [1260], 1271.
 - executor, created by, 1296, 1297.
 - inquiries as to, [1238, 1290—1292]. *And see* INQUIRY.
 - on shares of residue, [1243, 1260].
 - priority of, declared, [1260].
 - special inquiries as to, [1290—1292].
- indemnity to estate or representative against liabilities, [1290—1292], 1284.
See EXECUTOR.
- infant, inquiry as to carrying on trade for benefit of, [1310]. *And see*
INFANT.
 - not entitled to administration judgment as of right at expense of estate,
1246.
 - payment to account of, [1258].
 - service on, 1251.
 - surplus proceeds of realty, heir declared entitled to, [1259].
- injunction against dealings with intestate's estate, 458, [620].
- insolvent estate, of, 1233—1236. *And see* CREDITOR'S ACTION.
- inspection of documents by claimant, [53].
- insufficient estate, costs of administering, 1265, 1266, 1269.
- interest, charges, on, tenant for life to keep down, [1288].
 - costs of executor, on, 1266.
 - debts, on, 1205, 1206. *See* INTEREST.
 - legacies, on, computed, [1257], 1264, 1381.
 - when given from death of testator, 1264, 1265.
- intestate's personalty, order to administer, [1237, 1242].
 - and realty, [1240].
 - where intestate dead many years, [1242].

ADMINISTRATION—*continued*.

- inventory of heirlooms, [1362], 1370.
- investment, continuing and calling in, [1316, 1317]. *And see* INVESTMENT.
 - "foreign securities," in, [1317].
 - funds, of, to meet legacies and annuities, 1371—1373.
 - land, in, [1448].
- joinder of causes of action, 1249.
- judgment for,
 - chief clerk, not to be made by, 1198.
 - executors, &c. indemnified by, 1284, 1396, 1397.
 - jurisdiction to make, 1336, 1338.
 - powers of trustees how affected by, 1005, 1006.
 - proceedings under, not to be taken without leave of judge, [1239], 1246.
- jurisdiction, executor or beneficiaries out of, 1251.
- lapse, in cases of, 1268, 1294.
- leaseholds, conversion of, proposals as to, 1242.
 - inquiry as to, [1242].
 - as to liability of estate in respect of, [1281].
 - sale of, [1241].
- leases, and occupation, inquiries as to, [1309, 1310].
- leave to attend proceedings, when given, 1217, 1279.
 - order giving, 1279.
- legacy. *And see* LEGACY.
 - abatement and apportionment of, [1364, 1381—1383].
 - account of interest due on, [1245].
 - apportionment amongst legatees, 1259, 1260.
 - appropriation of, 1255, 1256.
 - assent to, 1253—1255.
 - conditional, [1350], 1354, 1355.
 - contribution for debts, where assets deficient, [1357—1359].
 - declarations as to lapse, validity, ademption, &c. [1344—1350].
 - inquiry as to payment on account of, [1245].
 - interest on, [1257], 1264, 1265.
 - life, given for, invested, [1371].
 - married woman, payment to, [1244], 1262, 1263.
 - payment of, on admission of assets, [1244].
 - into Court, [1245].
 - on further consideration, [1257].
 - realty, by sale of, 1249.
 - right to, or to judgment, 1247.
 - where it is clear there will be a surplus, 1247.
 - wife's, to husband on consent, [1244].
 - right to, 1246, 1247.
 - specific and demonstrative, [1364], 1365, 1370.
 - waiver of, declaration as to, [1344].
- legacy duty, payment of, [180], 204—207, [1244], 1252, [1258]. *See* LEGACY DUTY.
- legatee plaintiff, costs of, where assets deficient, 1266.
 - of legacy charged on land, action by, 1241, 1249.
 - parties to action by and against, 1252.
 - single legatee, action by, 1252.
- letters of, form of entering, in order, [125].
 - person entitled to take out, joined as party, 43 (*add.*).

ADMINISTRATION—*continued.*

- liability of estate, inquiries, &c. as to, [1280—1282, 1319].
 - setting aside sum to answer, [1281], 1284.
- life-tenant entitled to residue, where, [1410—1416], 1417—1422.
- Limitations, Statutes of, 1220—1225, 1256, 1257. *See* LIMITATIONS.
- married woman, administration of estate of, 782.
 - payment of legacy of, [1244], 1262, 1263.
- marshalling assets, [1398—1405], 1406—1408. *See* MARSHALLING.
- mixed residue, costs out of, 1268.
- mortgage, portions raised by, [1457].
 - legacy raised by, 1241.
- mortgagee's action, 1185, [1200—1211], 1212—1214, 1583. *See* CREDITOR'S ACTION.
- mortgages and charges, special inquiries as to, [1290—1292]. *And see supra*, incumbrances.
 - marshalling assets for payment of, [1398—1405], 1406—1408.
- motion, judgment on, 345.
- next of kin, inquiries as to, [1237, 1321, 1323], 1325, 1327, 1328. *And see* INQUIRY.
 - parties to action, 1250.
 - residue declared distributable amongst, [1345].
 - when bound to refund, 1397.
- notice of judgment or order for, effect of, 1250.
 - service of, 169, 1250.
- occupation, inquiry as to, [1274, 1309].
 - rent, charging, [1300].
- option to purchase, inquiry as to, [1304].
- order of administration of assets, 1406—1408.
- original judgment or order, [1237—1245], 1246—1257.
- originating summons, procedure by, 1197, 1248, 1249. *See infra*, summons.
- outstanding estate, inquiries as to getting in and investing, [1316—1318], 1319, 1320.
- over-payment of beneficiary, effect of, 1254, 1267.
- partial, action for, 1252.
- parties to action for, 1250—1252, 1829.
 - absent parties, 1238, 1251, 1329.
 - receiver, when a proper party, 658, 659.
 - representative of deceased a necessary party, 1196, 1250—1252.
 - representatives of deceased representatives, [1273, 1273], 1277.
- partner, deceased, of estate of, 1249, [1819, 1826—1828], 1829.
- payment into Court in, [1258].
 - after judgment, 1262.
 - originating summons for, 1248.
 - practice as to, 180—182. *See* PAYMENT INTO COURT.
 - residuary legatee, at instance of, 1262.
 - when ordered, 1261, 1262.
- payment out of Court in, 1262—1264. *See* PAYMENT OUT OF COURT.
 - no settlement, affidavit of, when required, 787, 793, 1262.
 - on presumption of being past child-bearing, 1392.
 - on security to refund if title displaced, [1390], 1391, 1392.
 - on undertaking merely, 1391.
 - plaintiff, interest of, entitling him to sue, 1246, 1247.
 - where clear surplus, power of Court, 1233.
 - where death presumed from seven years' absence, 1391, 1392.

ADMINISTRATION—continued.

- personal estate, account of, [1184—1187, 1237—1240], 1369.
 - not specifically bequeathed, [1274].
 - judgments for administration of, [1237—1239].
 - liability of, to costs, 1267.
- persons, inquiries as to, [1321—1323], 1324, 1325.
- portions, inquiry as to advances by, [1243].
- power, will in execution of, 1258.
- pre-emption, right of, declared, [1305].
- presumptive right, action by person having, 1246, 1247.
- probate, action by executor before, 1197.
 - recalled after action, 1247.
- production and inspection of documents in action for, [53, 67]. *And see* PRODUCTION OF DOCUMENTS.
- proof of debt in, 1216—1225. *See* CREDITOR'S ACTION.
- proposals, liberty to make, as to conversion of leaseholds, [1242].
 - purchase of realty by defendant, as to, [1400].
 - security to refund, as to giving, [1231].
- purchase by intestate, right of heir as against personalty, 1306.
- real estate, of, costs of, 1251, 1267, 1268, 1270.
 - debt declared payable exclusively out of, [1292].
 - deficiency of personalty, in case of, [1236—1240].
 - exchange, for effecting, [1305].
 - investment in, [1449].
 - right to judgment or order against, 1249.
 - sale of, on further consideration, [1259].
 - summons, on, 1248, 1249.
- receiver, in action for, appointment of, [635, 636], 659 (*add.*).
 - not permitted to carry on another administration action, 1252.
- reconversion of estate, 1307, 1308.
- recouping :—
 - executor recouped payments made, [1409], 1410.
 - heir from personalty, 1294, [1409].
 - life-tenants of residue, [1412].
 - out of realty charged with debts, amount paid for legacies, [1402].
 - realty recouped amount applied for debts, [1409].
 - for timber out, [1410].
- "recovery of land," action for, what is, 1249.
- redemption by devisee, [1299], 1300.
- reference of claims in, to Official Referee, 362, [364].
- refunding :—
 - acquiescence, effect of, by mortgagee, 1396.
 - by executor paying by mistake, [1394], 1396, 1397.
 - Crown, liability of, to refund, 1397.
 - in favour of creditors, [1393], 1396, 1397.
 - in favour of legatees and real next of kin, 1397, 1398.
 - infant's share, only liable for its proportion, 1396.
 - legacies, [1393, 1395], 1396—1398.
 - mortgage money, by creditors, 1410.
- remoteness, gifts void for, [1247], 1348.
- rents of realty, account of, [1238], 1249, [1288]. *And see* ACCOUNT.
 - inquiry as to receipt of, [1240, 1275].
 - right to, barred by acquiescence, 1257.

ADMINISTRATION—continued.

- representation of numerous parties, 1251, 1321, 1325.
 - of c. q. t. by trustee, 1251, 1252.
- representative, action by, 1197.
 - general, a necessary party, 1196, 1250—1252.
 - special judgments against, [1272—1277], 1278.
- residuary account, effect of, 1254.
- residuary legatees, how made parties, 1250.
 - right of, to attend accounts, 1252.
 - to have fund brought into Court, 1262.
- residuary personal estate, inquiry as to particulars of, [1242].
 - and incumbrances on, [1243].
- residue, distribution of, [1257—1259].
 - lapsed share not primary fund for costs, 1268.
 - but bears its own costs, 1268, 1329.
 - legacy falling into, [1249].
 - mixed, 1268, 1295.
 - payment of costs out of, 1266—1268, 1329.
 - share of, failure of gift of, 1328.
 - tenant for life of, [1410—1416], 1417—1422. *See* TENANT FOR LIFE.
- retainer of debt by executor, 1285—1288.
 - by heir or devisee, 1288.
- right to judgment or order, 1246, 1247.
- sale of realty, 1206, 1207, [1233, 1241].
 - apportionment of purchase-money, several mortgages, 1207, [1291].
 - conversion effected by judgment for, 1307.
 - costs of, 1251, [1267].
 - dower, subject to, or free from, [807, 1300, 1301].
 - further consideration, on, [1259].
 - inquiry as to, and proceeds, [1302].
 - legacy, to raise, 1241.
 - liberty to party to make proposals for purchase, [1400].
 - mortgagee's consent, with, 1207, 1208, 1214.
 - one lot, in, 1249.
 - time for, Court cannot anticipate, 1249.
 - vesting lands in purchaser under Trustee Acts, 1048, [1057, 1059], 1063 *et seq.*, 1207.
- sales by testator, inquiries and directions as to, [1302—1306].
- Scottish testator, of estate of, 1196, 1336, 1338.
- security, inquiry as to calling in, [1316].
 - against liabilities, [1280, 1281].
 - to preserve specific articles, [1362], 1370.
- separate account, carrying over funds to, 198, 422, 1329. *See* SEPARATE ACCOUNT.
- set-off in, [1333], 1389. *See* SET-OFF.
- settled account, where co-plaintiff bound by, 1247.
- settled share of residue, trustees of, made parties, 1250.
- settlements, inquiry as to, [1243].
- shareholder, of estate of, [1260, 1283], 1284, 1396.
- Solicitor to Treasury, judgment against, [1385], 1387.
- specific bequests, delivery of, directed, [1283, 1362].
- specific devises distinguished, [1241].
- specific effects, first charged with debts, distinguished, [1282].

ADMINISTRATION—continued.

- specific legacies, contribution for debts, [1357, 1358], 1369.
- stipend of clergyman, inquiry whether estate liable for, [1292].
- stock-in-trade, inquiries as to, [1311, 1313].
- submission to account, [1149, 1237].
- summons for, 1197, 1248, 1249.
 - administration of realty on, 1248, 1249.
 - by creditors of business carried on, 1315.
 - further consideration of, in creditor's action, [1235—1231], 1232—1235.
- See* CREDITOR'S ACTION.
 - in general administration action, [1257—1261], 1262—1272.
 - parties to, 1250.
 - wilful default, in cases of, 986, 1248.
- testator dead many years, judgment where, [1242].
- trade of testator, carrying on, [1310—1313], 1314—1316. *See* BUSINESS;
- EXECUTOR.
 - trustees, representation of c. q. t. by, 1251, 1252.
 - two estates, of, in one action, [1272, 1273].
 - valuation of colliery and canal shares, 1241.
 - of stock-in-trade, [1313].
 - variation of judgment or order for, 1250.
 - vendor's lien, out of what property payable, 1293, 1295.
 - declaration as to right of exoneration, 1306.
 - wilful default, account on footing of, [982], 1157, 1169, [1244], 1248. *See* WILFUL DEFAULT.
 - allegations of, to be disposed of at hearing, 1246.
 - will, establishing, against heir, not necessary, 1200.
 - will found after administration under prior will, 1196, [1906].
 - will not construed before accounts ordered, 1246.

ADMINISTRATION (LETTERS OF),

- attorney, grant to, 1198.
- creditor, grant of, to, 1191, 1192.
- entering in orders, form of, [125].
- foreign grant, effect of, 1198.
- pendente lite*, 658, 659, 1192.
- person entitled to take out, joined as party, 43 (*add.*)
- receiver, grant of, to, 658, 659.
- suppression of will, grant obtained by, 1196.

ADMINISTRATOR. *See* EXECUTOR.

- action, to defend, and be indemnified, [1290].
- ad litem* to transfer stock into Court, [178].
 - admon judgment against, 1192.
- administration judgment at suit of, [1723].
- agent of limited, bound to pay to general, 1198.
- assets, restrained from dealing with, [620].
- bond by, creditors, action founded on, 1199.
- compromise enforceable by, 113.
- conduct of sale, when entitled to, 294.
- continuing proceedings against, [102].
- crown, appointed by, under 33 & 34 Vict. c. 23..1388, 1585.
- cum testamento annexo*, 1275, 1298.
- de son tort*, action against, 1198.

ADMINISTRATOR—continued.

- distributing after notice of calls ordered to pay them, [1394].
- durante absentia*, 1192.
- durante minore etate*, 1192, 1298.
- married woman, administratrix, 778, 792.
- mortgagor, of, redemption by, 1299.
- obligee, of, action by, for account vexatiously delayed, 1388.
- pendente lite*, 659, 663, 1191.
- administratrix and husband, account against, 1275.
- power of, to carry on trade of testator, 1314.
- as to realty, 1296, 1298.
- property of convict, of, 1388, 1585.
- retainer by, 1285—1287.
- sale of real estate by, 1296, 1298.
- set-off by, 1160, [1383], 1389.
- temporary, 658, 1263.
- with will annexed, account against executors of, 1275.
- powers of, 1298.

ADMIRALTY,

- appeal in admiralty cases, 720.
- marshalling securities, in, 1742.
- prohibition will not now lie to Court of, 690.

ADMISSION,

- account, of liability to, in pleadings, what sufficient, 157, 1154 (*add.*)
- appeal, without prejudice to right of, [973].
- arbitrator, by, of misconduct, 359.
- assets, of, by executor, 1186, 1198, [1244], 1253, 1254, [1794, 1813].
 - account against executors not admitting, [1272, 1273].
 - to answer legacy, [1244], 1253, 1254.
 - what acts amount to, 1253, 1254.
 - where actions consolidated, [700], 701.
- at the bar, 142.
- company, by, 142.
- copyholds, to, right of, declared, [1975].
- costs of, between co-defendants, 143.
- Court frequently proceeds on, 142.
- debt of plaintiff, of, in creditor's action, [1186], 1198, 1224.
- in foreclosure action, [1577].
- defence arising after action brought, 142, [146], 157.
- documents or copies, of, 142.
 - on notice to admit by other party, 142.
 - on voluntary admission, 142.
 - relevancy of documents, of, 73.
- entering, as evidence, in orders, [128].
- evidence by, 142.
- evidence, of, by Court, 134.
- fact, of, in pleadings, order on, [343].
- facts of, on notice to admit, 143.
- filed, to be, before judgment passed, 143.
- insertion of, in order, place for, 4.
- Judicature rules as to, 141—143.

ADMISSION—*continued*.

- marking of documents admitted at trial, 143.
- motion for judgment on, in pleadings, 156, 157.
- partition action, in, of plaintiff's title, 1556.
- patent, as to title to, [556].
- payment into Court on, when ordered, 183, 962, 977, 978, 1153, 1262.
- pleadings, in, 141, 142, 157, 1154, 1796.
 - amendment where admission erroneous, 183 (*add.*).
 - appeal from order on, 729.
- solicitors, of, 949, 950.
- sufficiency of personal estate, of, to pay funeral expenses, [1288].
- trustees, by, of receipt of trust fund, 962, 977, 978.

ADOPTION,

- accounts or contracts, of, by Court, [832, 955, 1152, 1175], 1186, 1542.

ADULTERY,

- effect of, on rights of wife, 804, 809, 811.

ADVANCE, ADVANCEMENT. *And see INFANT.*

- ademption of legacy by, 1347, 1351, 1352.
- appeal, of hearing of, 734.
- commission in the army, purchase of, 1465.
- daughter, advancement to, 1465.
- declaration that advance within power, 1458.
- fund in Court, from, to try issue, refused, 326.
- hotspot, bringing advances into, [193, 194, 1259], 1265, 1347, 1352, [1459], 1463.
- husband, to, out of separate estate of wife, 764.
- inquiry as to advances, [1243, 1244, 1458].
- interest on, 1264.
- legatees, to, [1243], 1244.
- maintenance, for, secured by policy, [849].
- mother, by, presumption of, 1352, 1464 (*add.*).
- necessaries for infant, inquiry as to, [834].
- power of, exercise of, [1459], 1464, 1465.
- receiver, by, of money, 676.
- resulting trust, presumption of, when arising, 1428, 1464.
- satisfaction of portions by, [1457], 1464.
- son's share advanced on his executing settlement, [1459].
- Statute of Distributions, what are advances within, 1464.
- tenant for life, to, on bond, and undertaking, 1478.
- trustee, liability of, for improper advancement, 1465.
- what is an advancement, 1464, 1465.

ADVERTISEMENT,

- canvassers for, restrained from unfair use of materials, 585 (*add.*).
- copyright in, 579 (*add.*).
- creditors, for, in administration actions, &c., 1188, 1190, 1216, 1219.
 - directed in chambers, 283.
 - executors when protected by, 1396, 1397.
- Declaration of Title Act, under, [2084], 2085.
- dissolution of partnership, as to, 592.
- evidence for, not necessarily a contempt of Court, 407.

ADVERTISEMENT—*continued*.

injunctions restraining, 464, [535, 538], 539, 542, 591.
 market, as to place to be used as, [518].
 partition action, in, under, 39 & 40 Vict. c. 17, s. 3, [1544], 1555—1557.
 receiver, interfering with, a contempt of Court, 651.
 reduction of capital, of proceedings for, 2070, 2071, 2072.
 National Debt Act, 1870, under, 2088.
 service by means of, [10].
 trade, injunctions against, [535, 538, 539], 542.
 unfair report of judgment, of, [585].

ADVICE (JUDICIAL),

petition for, [1007, 1008], 1009, 1010. *See* TRUSTEE.

ADVOWSON,

coparceners' rights in, 1549.
 injunctions as to presentation to benefice, [610].
 against bishop, pending action as to presentation, 612.
 against taking possession of living, [611].
 election of parson by parishioners, 612.
 partition of, 1550, [1566, 1567].
 presentation of nominee of infant, [863].
 sale of, under 19 & 20 Vict. c. 60..1550.

AFFIDAVIT. *And see EVIDENCE.*

account, verification of, by, 1158.
 accounting party, by, 1158.
 admissions in, whether judgment may be moved for, on, 157.
 agreement to take evidence by, effect of, 325.
 answer to interrogatories, [60—62]. *See* INTERROGATORIES.
 form of entering, in order, [126].
 chambers, on hearing of matter adjourned from, 277.
 on summons in, 283.
 closing of evidence, after, when admitted, 94.
 Commissioner to take, how appointed, and powers of, 95, 96.
 struck off rolls of solicitors, affidavit sworn before, 951 (*add.*).
 company, on behalf of, [48], 63, 441.
 consent to take evidence by, 91, 92.
 costs of, disallowed, [216, 217].
 prolixity and irrelevancy, 97, 225, 259, 262.
 cross-examination on, 92, 1216.
 of accounting party, 1158.
 production of documents on, 63.
 witness ordered to attend for, [88].
 debt of, by claimant in creditors' action, 1216.
 deceased witness, of, 93.
 deponent, of, who cannot be cross-examined, 93.
 documents, as to, 64—66. *See* AFFIDAVIT OF DOCUMENTS.
 domicile, as to, on applying for probate, 1193.
 entering, in order, [127], 133, 345 (*add.*).
 exhibits to, [129].
 evidence by, may be directed by judge, 136.
 execution of document, verification of, by, 198.

AFFIDAVIT—continued.

- filing, time for, 92.
 - extension of time, 94.
- fitness of trustee, of, description of deponent, 1081.
- foreign parts, sworn in, 202, 203.
- forged, payment out of Court on, 200.
- form and contents of, 97.
 - on interlocutory applications, statements of belief and the grounds admissible, 97.
 - to be confined to facts within deponent's knowledge, 97.
- further consideration, on, 92.
- further, leave to use, 94.
- garnishee order, on application for, 432.
- hearing, proof by affidavit at, 1247.
- "increase," of, on taxation, 242.
- injunction on, motions for, delivery of, 458.
- interlineation, with, filing of, 97 (*add.*).
- interpleader, on application for, 439, 441.
- irregularities in, 97, 98.
- leave to prove particular facts by, [88].
- lunatic asylum, swearing of, in, 97.
- machines, as to, in possession of defendant, order for, [565].
 - what made and to whom sold, order for, [566].
- marksman, by, 97.
- memorandum on, on whose behalf filed, 97.
- motion for judgment on, 136, 156.
- motion, used on, but not filed until afterwards, entering, in order, 133 (*add.*), 345 (*add.*).
- ne exeat regno*, on application for writ of, 450.
- no incumbrances, of, when necessary, 200, 274.
- no settlement, of, when necessary, 200, [783], 787, 793.
- notice of intention to use, on appeal, 345.
- office copies of, when to be taken, 1216.
- order to take evidence by, 91.
- other cause, in, allowed to be used, 94.
- petition, evidence by, on hearing of, 341, 1055.
- powers of attorney, in support of, 203.
- previously used, right to use again, 341.
- printing of, 92.
- scandalous, struck out, [46].
- service, of, 20, 150. *See AFFIDAVIT OF SERVICE.*
- service of copies of, with notice of motion, when necessary, 346, 387, 394, 451.
- solicitor ordered to answer matters in, [949].
- swearing of, before whom and where, 97, 203.
 - abroad, 98.
 - before solicitor in cause, 97.
- time for filing, 92.
 - enlargement of, 94.
- title of, 97.
- verification by, of claim where infants interested, 296 (*add.*).
- of interest on debts, 1226.
- withdrawal of, 93.

AFFIDAVIT OF DOCUMENTS, 64—66. *And see* PRODUCTION OF DOCUMENTS.

- attachment for default in making, [388].
- co-defendant, by, 63.
- company or corporation, on behalf of, 63.
- correctness of, not to be disputed, 64, 65.
- costs of settling and perusing, 259, 261.
- cross-examination on, not allowed, 64.
- description of documents in, 65.
- disputed, where right to production is, 67.
- enlarging time where affidavit insufficient, [50].
- evidence, contradiction of, by, 64.
- extension of time for filing, 66 (*add.*).
- foreign governments, on behalf of, 64.
- further affidavit, orders for, [51], 64.
- husband and wife, by, 65.
- inspection of documents by Court, 65.
- insufficient, what is, 65, 66.
- letters, &c., where numerous, have to be identified, 65.
- liquidator, by, 64.
- municipal corporation, by officer of, 63.
- next friend, by, 63.
- orders as to, [47—51].
- pedigree of heir-at law, as to, [50].
- person not a party, by, 66.
- printing, 93.
- privilege, claiming, 62, 65.
- prolix, taken off file, 66.
- republican foreign government, order against, [49].
- resistance to discovery, 73 *et seq.*
 - discovery relating to own case only, 74.
 - inquisitorial and criminating questions, 73.
- right to, though no documents, 65, 66.
- stage of action at which ordered, 76.
- underwriters, by, 65, 66.
- what documents must be mentioned in, 65.
- when ordered, 63, 76.
- where no proceedings pending, 66.

AFFIDAVIT OF SERVICE,

- attachment, service of notice of motion for, 386.
- default of either side at the trial, in case of, 150.
 - affidavit to be produced in Court, 150.
- form of, 20.
- further consideration, on, 316.
- judgment by default, on, filing of, 150.
 - production and contents of, 150.
- notice of motion, of, 20, 150. *See* MOTION.
- notice of trial, of, 133.
- petition, of, 340.
 - entry of, [398].
- summons, of, entry of, [379].
- title of, discrepancy between, and order of attachment, 416.
- writ, of, 20.

AGENT,

- abroad, receiver to appoint, [681, 682].
- acceptance of bills by, for goods consigned, 1973.
- account by, generally, [1166—1169], 1169—1171.
 - action for, when maintainable, 1170, 1171.
 - errors in account must be shown, 1171.
- duty of, to account, 1169, 1170.
 - only liable to his principal, 1170.
- power of agent to settle, 1164.
- acquiescence by principal, 1164.
- action by or against, for account, 1169.
- admission in pleadings by, judgment on, 157.
- adverse claims to property held by, 442.
- allowances to, in account, 1169, [1173], 1176.
- appropriation of payments by or against, 1164, 1165.
- architect, action against, [1149].
 - refusing to certify, 1172.
- authority of, duty of person dealing with agent to inquire as to, 1163.
- balance on particular account, agent ordered to pay, 1170.
- bribe to, inducing contract disadvantageous to principal, 1172.
- commission agent, 1171.
- commission allowed to, [1167], 1172, 1173.
 - improperly receiving, accountability of, [1940], 1941.
- proof for, in winding-up, 1173.
- communication with, when privileged from discovery, 82.
- concealment by, 1928.
- confidential, accounts against, [1166], 1170.
 - interest allowed on both sides, [1166].
- consignee for sale, agency of, 1171.
- contempt of Court by, by breach of injunction, 455, 633.
- contract for sale by, 1840, 1845, 1846.
- Crown not accountable as, 1170.
- Crown, of, account against, 1155.
- custom of dealing, effect of, as between principal and agent, 1171, 1172.
- Debtors Act, is a "fiduciary" within, 385.
- declaration of authority of, [1832].
- deeds, for purpose of pledging, authority of, 1663 (*add.*).
- delivery of books and papers by, action for, 1170.
- delivery to, transitus of goods when determined by, 1974.
- directors and promoters of companies, liability of, 805, 968, 969, 1172.
- disability of, to profit by his agency, 1940, 1941.
- disclosure of interest by, 1172, 1931, 1937.
- discount, receiving, must account, 1172.
- discovery by, 60 (*add.*), 73.
 - in case of breach of trust, 964.
 - made party for, 73.
- documents, production of, by and to, 67, 71.
- executor *de son tort*, when accountable as, 1278.
- executor, of, payment to, 1320.
- factor, set-off or mortgage by, 1163. *See* FACTOR.
- fiduciary relation of agent to principal, 1155, 1165.
- foreign government, action by, against agent of rebel government, for account, 1170.

AGENT—*continued.*

- foreign loan, for, liability of, 1170.
- foreign principal, of, suing in own name, discovery by, 60 (*add.*).
- fraudulent, account against, 1171.
 - criminal liability of, 989, 1172.
- indemnity, right of agent to, 1173, 1970, 1971.
- injunction against defendant binding on, 456, 633.
- inspection of documents by, who intended, 71.
- interest, when charged against, 1180, 1942.
 - allowed on both sides, [1166].
 - right of agent to charge, 1182.
- interpleader by, 442.
- liability of, extent of, 1171—1173.
- lien of, for amount of his acceptances, 1973.
- Limitations, Statute of, when disentitled to benefit of, 981, 1165.
- manager, salaried, action by, for account, 1171.
- managing agent of business, account against, [1168].
- marshalling, by principal against agent, 1171.
- misappropriation by, 1170, 1172.
- misrepresentation by, rights and liabilities in respect of, 1926, 1931.
- mistake by agent applying for shares, 1171.
- overseers, account at suit of, against rate collector, 1170, [1174].
- oyster meters of London, account against, 1170.
- pledge by, 1663 (*add.*), 1667.
- privileged communications with, 82.
- profits, agent to account for, [1167].
 - incapacity of agent to profit by his agency, 1172, 1940, 1941.
- promoter liable as, 1172, 1173.
- purchase by, when set aside, 1931.
- purchase, or other money, to receive, for trustees, 917.
- ratification of acts of, 1164, 1165.
- receiver, appointed by, for property abroad, [681, 683].
- remittances from India to agent here, account of, 1168.
- representatives of deceased, account against, 1169, 1175.
- sale, authority of agent to enter into contract for, 1845.
- secret instructions to, effect of, 1163.
- secret profit by, 1172, [1939, 1940], 1941.
- set off by and against, 1157, 1163, 1164.
- ship broker, right of, to commission, 1173.
- solicitor, accounts against, as agent, [1166, 1167], 1170. *And see SOLICITOR.*
 - with allowance of particular item, 1169.
 - acting as scrivener, liability of, 1170.
 - cost of agency work by, 233, 258, 259, 262.
 - relations of, to London agent, 78, 233, 237, 244, 266.
- specific performance of contract by, [1832], 1840, 1845, 1846.
- steward, account in action by principal against, [1167].
 - and agent's partner and exor with wilful default, 1169.
- stockbrokers, accounts between principal and, [1168], 1171.
 - rights and liabilities of, under custom of Stock Exchange, 1171, 1970, 1971.
- supercargo, judgment against, for account of produce of ship's cargo, 1169.
- trustee liable for default of, 963, 964.
 - agent of, accountability of, 964, 971.

AGENT—*continued*.

- trustee, when constituted, 1165, 1170, 1172.
- underhand dealings by, 1172.
- undisclosed principal, acting for, liability of, 1845.
- undue influence by, 1946.
- valuer, liability of, for negligence, 1171.
- warranty of authority, breach of, 1171.
- wilful default when charged with, 1157, 1169, 1932. *See* **WILFUL DEFAULT**.

AGREEMENT. *See* **CONTRACT**.

- arbitration, for, 353. *See* **ARBITRATION**; **REFEREE**.
- declaration of binding, in action for specific performance, [1832, 1860, 1887].
- mortgage, for, 1587, [1694], 1703.
 - inquiries as to, [1291].
- negative enforced, 467.
- partnership for, enforced, or set aside, [1793—1796], 1797, 1798.
- settlement, for, enforced, [1423, 1424], 1425—1427, [1442, 1443].
- solicitor and client, between, 235, 238, 239. *See* **SOLICITOR**.
- specific performance of, 1832—1905. *See* **SPECIFIC PERFORMANCE**.
- stamp, requiring, 140 (*add.*).

AGRICULTURAL HOLDINGS ACT, 1883.

- Charity Commissioners, powers under, 1121.
- compensation to tenant of mortgagor, 1629, 1630.
- removal of fixtures under, 1684.
- waste, doctrine of, how affected by, 481 (*add.*).

AIR,

- right to, protection of, by injunction, 487, 493.

ALE,

- injunction against selling, [465].
- undertaking to supply, [465].

ALIEN,

- grant of patent to, 1986.
- Naturalization Act, 1870, proving declarations of nationality under, 139.
- will of, 1193.

ALIENATION,

- payment of dividends ordered until, 788.

ALIMONY, 817, 819. See MARRIED WOMAN.**ALLOTMENTS EXTENSION ACT, 1882..1103; 1887..[1679].****ALLOWANCES,**

- account of rents with, [1541], 1557, [1565].
- agents, to, 1159, 1173.
- auctioneer's charges, for, on taxation of costs, 259, 268, 269.
- creditors' action, allowance and disallowance of claims in, [1214, 1215], 1216—1225.
- dower, for, to widow, [1301].
- executor, to, of payments, 1254, 1277, 1278.
 - carrying on trade, [1313], 1315.

ALLOWANCES—continued.

- improvements, for, on setting aside charity leases, 1120.
- just, direction as to, unnecessary, 283, 1159.
- maintenance of infant, for, 848—858. *See* INFANT.
- minerals, in respect of working of, 503, 504.
- mortgagees, to, in action for redemption or foreclosure, 1638—1641.
- partnership action in, for expenses or management, [1813—1815], 1818, 1820.
- receiver, to, 653, 654, 685.
- rents and profits, to widow accounting for, 1208.
- repairs and improvements, for, to mortgagees, [1631, 1632], 1640.
 - to tenant for life, [1478], 1480, 1481.
 - to tenant in common, [1640], 1557, [1565].
 - to trustees, [999], 1004, 1009, 1481.
- taxation, in, 221—223, 242, 258—266. *See* TAXATION OF COSTS.
- travelling expenses, of, to guardian, [882].
- trustees, to, in management of estate, &c., 993, 995—998. *See* TRUSTEE.

ALMSHOUSES,

- scheme for management of, 1090.

AMBIGUITY,

- contract, in, when a defence to action for specific performance, 1842.

AMENDMENT, CHAP. VI., 38—44.

- adding claim for a receiver, 652.
- admission of facts, of, 143.
- allowed at any stage, 38, 39, 42, 43.
 - after time for appealing expired, 40.
- appeal from order as to, 40.
- assignment of plaintiff's interest *pendente lite*, 41.
- Attorney-General made party by, [41].
- clerical mistake in judgment or order, of, 167, 168.
- costs of, practice as to, 39, 43, 167, [720].
- Court of Appeal, powers of, as to, 728, 736, 737.
- defendants, adding, in consolidated action, [41].
- discontinuance, not treated as, 115.
- discretionary, jurisdiction to allow, is, 40.
- hearing, or trial, at, [38], 39, 40, 1189.
 - former practice as to, 40.
- infant plaintiff, on repudiation of action by, [823].
- injunction, right to, how affected by, 457, 460, 629.
- Judicature Rules as to, 38, 39.
 - judgment or order, of, 167.
 - on appeal, on terms, [720].
- leave for, when granted, 39.
- Limitations, Statute of, adding claim barred by, 39.
- money orders, of, 181.
- new case, leave to amend by raising, when granted, 39, 40.
- notice of appeal, of, 728.
- notice of motion, after, 344, 345.
- notice of motion, of, 344, 345.
- order for, need not, in general, be drawn up, 38.
- particulars of objections to patent, of, 559.

AMENDMENT—*continued*.

- parties, by, with or without leave, 39.
 - orders for leave for, [41], 42.
- partnership action, adding claims in, 39.
- patent, of, on appeal on terms as to costs, 720 (*add.*).
- payment into Court, on condition of, 39 (*add.*).
- petition, of, 43, 340, 341.
- pleadings, of, by adding or striking out parties, [41, 42], 42, 43.
 - application for, form and mode of, 44, 275.
 - disallowance of amendment, [38].
 - embarrassing or scandalous pleadings, [30], 33, 34.
 - leave to amend generally, 39.
- referee, power of, to order, 366.
- service after, when necessary, 150, 155.
- settled account, opening, 38, 39.
- special case, of, 43, 320.
- terms, on, as to bringing money into Court, 39 (*add.*).
- time for, in various cases, 40.
- writ of summons, of, 39, [41], 42.
 - after appearance, 150 (*add.*).
 - by adding or striking out parties, [41, 42].
 - practice as to, 38, 39.

ANCIENT LIGHT. *See* **LIGHT.**

ANNUAL RESTS. *See* **RESTS.**

ANNUITY, 1371—1381, 1758—1761.

- abatement and apportionment of, [1382, 1383], 1384. *See* **LEGACY.**
- account of arrears and interest, 1247, [1375], 1378, 1379.
 - of sums received in respect of, [1758].
- administration judgment, right of annuitant to, 1198, 1211.
- agreement for sale or grant of, enforcement of, 1835, 1847, [1896], 1904.
- apportionment of, between devised estates, 1379.
 - between real and personal estate, [1385].
 - where assets insufficient, [1381, 1382], 1383, 1384.
- appropriation of funds to meet, [1371, 1372], 1381.
- arrears of rent-charge raised by sale, [1758, 1760].
- arrears, payment of, [1375], 1378, 1379, 1761.
- conversion of, forming part of residue, 1417.
- corpus or income, charged on, 1379, 1380, 1609.
- costs of annuitant in administration action, 1252.
- declared for life, and from end of accumulation period, [1373].
- duration of, 1376.
- election between, and dower, [1301].
- executor, duty of, to set fund apart for, 1380, 1381.
- executor, to, for his trouble, 1376.
- foreclosure, judgment for, against annuitant, [1724].
- fund for, deficient, sale from time to time, [1372].
- fund on cesser of, to fall into residue, [1371, 1372].
- future payments provided for, [1375], 1378.
- gift of sum to purchase, 1376, 1377.
- government annuity, purchase of, by transfer of stock, [196, 1372].
 - purchase in name of trustee for lunatic, [1372,] 1377.
 - purchase in name of trustees, [1373].

ANNUITY—continued.

- income tax on, 1378.
- injunction against paying, 618.
- interest on arrears, when given, 1375, 1378, 1379, 1760.
- investment of cash to meet, 1371.
- investment to answer, omission to make, [973].
- land declared charged with, and specific performance of covenant to grant, with vesting order, 1060.
- legacies not entitled to priority over, [1382].
- legacy duty payable on, 204, 205, 1377, 1378, [1381, 1382].
- "legacy" includes, 1376.
- liberty to apply on death of annuitant, [1371, 1373].
- Limitations, Statute of, application of, 1378.
- married woman, purchase for, out of corpus, notwithstanding restraint on anticipation, [767].
 - separate use, entitled for, right of, to receive value, 1377.
- marshalling in favour of annuitants, [1390].
- merger of, in life estate, 1377.
- payable from testator's decease, when, 1376.
- payment of, [1371, 1372], 1376.
 - by receiver, [673, 674].
 - subject to refunding, 673.
 - conditionally, [1373].
 - out of dividends, [190].
 - to married woman until alienation, 1373.
- perpetual or for life, 1374, 1376.
 - declaration as to, [1373].
 - devolution of, 1377.
- policy of insurance on life of grantor of, right to, 1669, 1761.
- presumption of death of annuitant, payment of fund, [1390], 1391.
- proof by annuitant, in administration action, 1234.
- realty, charged on, action for administration by annuitant, 1211.
 - has no priority over legacy similarly charged, 1351, 1384.
 - sale of estate charged, when ordered, 1380, 1381.
 - secured, [1375], 1379, 1380.
- receiver appointed on application of annuitant, 660.
- recouping income sums paid in respect of, [1376] (*add.*).
- redemption of, [1758, 1759], 1760, 1761.
- registration of, 1760.
- rents, to be paid out of, [1373].
- sale in consideration of, set aside, as against creditors, [1953].
- sale in consideration of, specific performance of, 1873.
- sale of land free from, on payment of money into Court, [1374].
- sale, right of annuitant to have arrears raised by, 1379, 1380, 1381, [1759, 1760].
- satisfaction of, by subsequent legacy, 1464.
- Scotch, held a charge on English realty, 1338.
- security, action by annuitant for, [1375], 1378, 1379, 1381.
- specific performance of agreement for sale or grant of, 1835, 1847, [1896], 1904.
- stock set apart to answer, [1371].
 - right to have fund set apart, 1380.
- succession duty on, charged on estate on resettlement, 207.
- tenant for life, duty of, to keep down, 1379, 1420, 1609.

ANNUITY—*continued*.

- testator, granted by, raised out of estate, 1376 (*add.*).
- trustee, to, so long as he continues in trust, 1376.
- trustees, duty of, to provide fund for, [973], 1002.
- Union of Benefices Act, under, 1605.
- valuation of, [1371], 1377, [1382], 1383.
 - on consent to have valuation according to Government tables, 1383.
 - right of annuitant to, and immediate payment, if assets deficient, 1377 (*add.*).
 - where abatement necessary, [1382], 1383, 1384.
 - where some annuitants dead, [1382], 1383.
- widowhood, declared payable during, [1372].

ANSWER. *See* INTERROGATORIES.**ANSWERING PETITION**, 340.**ANTE-NUPTIAL DEBTS**, [749], 752 *et seq.*, 762, 772, 776, 776, 778. *See* MARRIED WOMAN.**APOLOGY**,

- contemnor, of, contempt condoned, [405, 412], 415, 587.
- for contempt, to be published in newspaper, 587, 588.

APPEAL, **CHAP. XXXVI.**, 717—747.

- abandoned, costs of, 733, 738.
- Admiralty cases, in, 720.
- admission in pleadings, from order on, 729.
- admission without prejudice to right of, [973].
- advancing, 734.
- affirming order or judgment on, [717].
- alteration of judgment or order, when necessary for, 167.
- amendment, from order as to, 40.
 - leave for, on terms, [720].
 - powers of Court as to, 728, 736, 737.
- Arbitration Act, 1889, under, 721.
- arbitrator, from opinion of Court on case stated by, 726.
- bankrupt party, by, 727, 738, 740.
- bankruptcy, from order in, 730.
- carrying on, order of course for, when obtainable, 106.
- case stated by Inland Revenue, from order on, 729.
 - under Stamp Act, 730.
- certificate, from, approved by the judge, 726.
- certiorari, from orders made on, 713, 721, 722.
- chambers, from orders at, practice as to, 284, 724, 735.
- charities, from orders as to, 1112, 1115.
- claim in administration action, from order on, 729, 730, 732.
- class, by dissentient member of, 108, 727.
- committal order, from, 722, 723, 726.
- conduct of action, none from order as to, 1279.
- consent, order by, not subject to appeal, 722.
- consultative jurisdiction, from order made in exercise of, 726.
- contempt of Court, in cases of, 633, 722 (*add.*).

APPEAL—*continued*.

- conveyance, from order settling form of, 732.
- co-defendant, by, 728.
- co-plaintiff, by, 726.
- costs, appeal for, not permitted, 220, 406, 722, 723, 1435, 1614.
 - exceptions to rule, 723, 1614.
- costs of, 221, 737, 738.
 - amendment, in case of, 720.
 - appeal by liquidator, 222.
 - appeal from Palatine Court, [718, 719].
 - discretion of Court as to, 737.
 - follow event, in general, 737.
 - higher scale, on appeal as to allowance of, 724.
 - immediate taxation of, right to, 738.
 - of notice to vary decree under Ord. LVIII. r. 6, [718].
 - orders as to payment of, [717].
 - party affected, but not served, 734.
 - security for, by deposit or bond ordered, [738, 739]. *See infra*, "security for costs."
 - shorthand writer's notes, of, 719, 734, 735.
 - unsuccessful, out of fund in Court under special circumstances, 738.
 - where appeal not set down, 733.
- County Courts, from, 4, 448.
 - charity cases, in, 1112.
- creditor's action, from orders made in, 729, 730.
- "criminal cause or matter," in, 387, 407, 722, 951.
 - in information in nature of *quo warranto*, 722.
- cross appeal, order on, [718].
 - costs of, 228, 738.
 - practice as to, 737.
- custody of infant, from order as to, 720.
- default, from judgment by, 122, 721, 729.
- demurrer, from order on, 729.
- discontinuance of action puts an end to, 115, 728.
- discretion of Court below not in general interfered with, 326, 386 (*add.*), 387, 723, 725, 726, 1207, 1279.
- dismissed, on default of appearance by appellant, [718], 734.
 - want of prosecution, for, [739], 744.
 - when not set down in due time, 733.
- Divorce Act, under, 721.
- evidence on, costs and printing of, 734, 735.
 - further evidence, when received, 734, 735, 736.
 - objection to, not taken in Court below, 134.
- examination under Companies Act, none from order directing, 726.
- executor of deceased party, by, 727.
- ex parte* application, from refusal of, 728.
- final or interlocutory judgments or orders, distinctions between, 729—731.
- foreclosure judgment, from, 729.
- fraud, where judgment obtained by, 725.
- further consideration, from order on, 729, 730, 731.
- future rights, from order declaring, 145, 732.
- habeas corpus*, in cases of, 720, 722, 886, 890.
- hearing of, 734.

APPEAL—continued.

- House of Lords, order of, made an order of Court, [746], 747.
- costs of application, 747.
- leave to appeal to, not granted on question of discretion, 726.
- stay of execution for costs refused on solicitor's undertaking to refund, [742].
- stay of proceedings pending appeal to, 745, 746.
- infant, from order as to custody of, 720.
- inferior Court, from, 721, 722.
- inquiry on request without prejudice to right of, [474].
- inrolment no longer affects right of, 169, 721.
- inspection, from order as to, 723.
- interest on money ordered to be repaid, 162.
- repayment of, under Vendor and Purchaser Act, [1884].
- interlocutory judgments or orders, from, 729, 731, 735, 736.
- interpleader orders, from, 443, 444, 723, 729, 730.
- issue, from order directing, 337.
- judge's notes to be produced on, 734, 735.
- judicial opinion, none from, 726.
- jurisdiction of Court of Appeal, 720—726. *See* **APPEAL (COURT OF)**.
- Lancaster Palatine Court, appeal from, [718, 719], 720, 721, 732.
- leave to appeal, when necessary, 721, 725, 727, 732.
- liquidator, by, in winding-up, 727.
- mandamus, from order refusing, 722.
- Mayor's Court, from, where error in proceedings, 693, 694.
- by special leave, 721.
- mode of appealing, 727—730.
- mode of trial, from order as to, 726.
- mortgagee, by, as to costs, 723.
- motion, from order made on, 730.
- motions, original, in pending appeals, 727.
- ne exeat* discharged on, [449], 451.
- notice of appeal, service, amendment and form of, 724, 728, 729, 736, 737. .
- nuisance cases, in, 722.
- orders on, forms of, [717—720].
- originating summons, from order made on, 7, 729.
- part of order, from, 737.
- parties entitled to appeal, 726, 727.
- pauper, by, 740.
- penalties, in proceedings to recover, 722.
- petition of rehearing abolished, 727.
- pleadings, none from orders to strike out, 726.
- point of law, from order dismissing action on, 729.
- postponement of, 734.
- privilege for documents, on question of, 726.
- prohibition, from proceedings in, 693.
- quo warranto*, in cases of, 722.
- Railway Commissioners, from orders of, 690, 721.
- receiver, as to selection of, 653, 664, 726.
- referee, from order on motion to vary report of, 730.
- reference, from order of, 366.
- refusal of application, from, 732, 733.
- representative action, in, 108, 727.

APPEAL—*continued*.

- residuary legatee, by, from judgment against executor, 1197.
- respondent, hearing, in support of appellant's case, 734 (*add.*).
- reversing or varying order or judgment, [717].
- revivor for purpose of, 105.
- security for costs of, 738—741.
 - application as to, how made, 741.
 - deposit or bond, by, [738, 739].
 - dismissal of appeal in default of, [739].
 - poverty or insolvency of appellant, on ground of, 740, 824.
 - residence out of jurisdiction, on ground of, 740, 741.
 - special case, from order on, 729, 730.
 - none from order directing, 726.
 - sum deposited for, order for payment of, on account of costs, [718].
- setting down appeals, practice as to, 733, 734.
- solicitor, from order striking, off rolls, 722, 951.
 - ordered to pay costs personally, by, 723.
- Stannaries Court, appeal from, [718], 720, 740.
- stay of proceedings, appeal does not operate as, 744.
- stay of proceedings pending, 742—746.
 - applications for, how made, 744, 745.
 - costs of, 745, 746.
 - execution for costs, [742], 743.
 - execution for payment of money, [742], 743, 744.
 - proceedings in Chambers, 744.
- taxation, from order reviewing, 726, 730.
- test action, neglect of defendant to appeal in, 706, 727.
- third party, powers of Court of Appeal as against, 736.
 - ordered to pay costs, 738.
 - service of notice on, 728.
- time for, 731—733.
 - Chambers, from orders in, 724.
 - computation of, 732.
 - extension of time, [719], 728, 730, 732, 733.
 - final judgment, from, and interlocutory judgments and orders, 725.
 - future rights, persons affected by declaration of, 145, 732.
- trustee, appeal by, as to costs, 723, 992, 1016.
- trustee in bankruptcy, by, 738.
 - service of notice on, 728.
- varying minutes of order, 165.
- Vendor and Purchaser Act, under, 731, [1894].
- want of prosecution, from order dismissing action for, 723.
- winding-up orders, from, 720, 730, 731, 740.
- withdrawal of notice of, 728, 733, 737.
- witness, by person summoned as, 727.

APPEAL (COURT OF),

- Admiralty appeals to, 720.
- amendment, powers of, 736, 737.
- County Palatine, of, 172.
- criminal matters, no appeal to, in, 387, 407, 722.
- evidence, further, power to admit, 734, 735, 736.
- inferior Courts, appeals from, 721, 722.

APPEAL (COURT OF)—*continued*.

- jurisdiction of, 172, 720—726.
 - to grant certificate in patent action, 569.
- lunacy, appellate jurisdiction in, 182.
- motion to, 727.
- new trial, application for, to be made to, 443, 444.
- original petition not heard by, 339.
- previous decision, when bound by, 721.
- special case, not heard by, in first instance, 321.
- transfer of causes, jurisdiction of, as to, no longer exists, 698.
 - except as to cases from Palatine Court, 699.

APPEARANCE. CHAP. III., 23—25.

- appointment of receiver before, [696].
- conditional, 25.
- costs of, 209, 222, 264, 342. *See* COSTS.
- default of, 148, 149, 150. *See* DEFAULT OF APPEARANCE.
 - on hearing of appeal, 734.
- District Registry, in, 151.
- executor, by, 1197.
- further consideration, on, by persons not parties, 316.
- "gratis," 25, 734.
- judgment, leave to defendant to appear or defend after, [24], 25, 316.
- judgment notwithstanding, under O. xiv. 1., [146].
- Judicature Rules as to, 24, 25.
- next friend, by, 824.
- originating summons, on, 279.
- partners, by, 25.
- party in possession of land, leave to, to appear and defend, [23].
- petition, on, 340, 341.
- protest, under, effect of, 25 (*add.*).
- separate, costs of, when allowed, 264.
- set aside, where address illusory or fictitious, [23].
- summons, on, 279.
- third party, by, 25.
- waiver by, 28, 386, 387 (*add.*).

APPELLATE JURISDICTION ACT, 1876.. 721.

APPLY, LIBERTY TO, [159]. *See* LIBERTY TO APPLY.

APPOINTMENT. *See* POWER.

- of new trustees. *See* TRUSTEE; TRUSTEE ACTS.
- of receiver, [635—651]. *See* RECEIVER.
- time, of, for settling judgment or order, 163, 164.

APPORTIONMENT,

- Act, 1870.. 1482, 1483.
- annuities, of, 1379, [1381, 1382], 1383, 1384, [1385]. *See* ANNUITY.
- assets, of, where insufficient, [1228], 1232, [1357—1359].
 - where legatees called on to refund, 1393.
- capital and income, of, as between tenant for life and remainderman, 1265, [1410—1416], 1417—1422.
- charge, of, as between tenant for life and remainderman, 1414, 1416, 1417.
- charities, of, [1085], 1086, 1099, 1103, 1114, 1123. *See* CHARITY.

APPORTIONMENT—*continued*.

- costs, of, between two funds, [318, 1390], 1268, [1405]. *See* COSTS.
- in creditor's action, 1226.
- charity cases, in, [1068, 1126], 1133, 1134, 1147.
- cross-appeals, in case of, 738.
- fund deficient, [318].
- general charges, words involving apportionment of, 213, 214, 215, 226, 227.
- improvement expenses, between properties charged with, [1700].
- mixed residue, where there is a gift of, 1268.
- creditors, among, of funds paid out of Court, [196].
- debt, of, rateably on legacies, 1394.
- debts, of, and legacies, as between pure and impure personalty, [1126, 1130], 1133, 1134, 1147.
- dividends, of, as between tenant for life and remaindermen, 1482, 1483 (*add.*), 2015.
- estate, of, purchased with funds of distinct charities, [2022].
- leaseholds, of proceeds of sale of, as between tenant for life and remainderman, 2031, 2032.
- legacies, of, amongst legatees, [1381, 1382], 1383, 1384.
- legal and equitable assets, of, for payment of debts, [1396, 1404, 1405], 1408.
- mortgage debt, of, as between subsequent incumbrancers, 1742 (*add.*).
- where mortgage devised to several, [1726].
- outstanding estate, of, amongst creditors, [1228].
- partnership profits, of, [1829], 1830.
- purchase-money, of, between different estates, [1291].
- rents, of, as between tenant for life and remainderman, 1265, 1482, 1483.
- increased, of, among charities, 1094, [1119].
- rents reserved by parol, of, 1482.
- residue, of, by executor when assets deficient, [1228].
- royalties, of, in mining leases, 1482, 1483.
- specific gifts, of income of, 1483.
- stock carried to separate accounts, of, 209.

APPREHENSION OF INJURY,

- injunction granted in case of, 460, 486, 527, 530.

APPRENTICESHIP,

- infant, of, 836, [852, 853, 867].
- payment of premium on, [195].
- return of premium, [852, 853], 857.

APPROPRIATION,

- consignments, of, to meet bills of exchange, [1971], 1972, 1973.
- funds, of, to meet annuity, 1380, 1381.
- legacy, of, 1255, 1256, 1267, 1397.
- mortgage, of, to answer legacy, 1255.
- payments, of, *Clayton's Case*, 966, 1164, 1165.
- solicitor, by, 266.
- statute-barred debt, to, 1164.
- surety, by, 1782, 1783.
- trust money drawn out by trustee, as against, 966.
- trustee and cestui que trust, as between, 966, 1164.

APPROVEMENT,

common, of, by lord under Statute of Merton, 517.

ARBITRATION, Chap. XXVI., 351—368.

account, matters of, referred, 362, 365 (*add.*).

agreement for, enforced by stay of proceedings, 354—356.

order of Court, has same effect as if made an, 353.

what constitutes, 353.

when revocable, 353.

appeal from opinion of Court on case stated by arbitrator, 362 (*add.*), 726.

arbitrator, action not to be brought against, [351].

admission by, not admissible on application to set aside award,
359 (*add.*).

appointed, in place of one refusing or incapable, [352].

appointment of, 356, 357, 362.

discovery by, 83.

in case of fraud, privilege from, 83.

discretion of Court to refuse to appoint, 356 (*add.*).

evidence of, when admissible, 359.

liability of, for negligence, 360.

powers of, 354, 358.

production of documents before, [351, 354].

architect under building contract, when arbitrator, 353.

reference to, as to injury to plaintiff by building, 490.

award, enforcement of, 358.

finality of, 354, 359, 367.

form of, 358.

setting aside and remitting, 358—360.

time for, 354, 357.

building society, pursuant to rules of, 357 (*add.*), 361, 362, 1767, 1768.

buildings, whether injunction as to, complied with, 490.

charity, as to, 1114.

clerical error, power of arbitrator to correct, 358.

costs of, 360, 361.

event, costs following, 359, 360, 361.

power of arbitrator to award, 221, 354, 360.

to be awarded by arbitrator, [351, 352].

County Court, jurisdiction of, as to building societies, 1767, 1768.

discovery after reference to, 56, 63.

arbitrator when privileged from giving, 83.

final, when award is, 354.

fraud, in cases of, Court will not stay proceedings, 355.

Friendly Societies Act, under, 361.

injunction against arbitrator making award, 357.

party proceeding to arbitration, 357, 592.

injunction, as to compliance with, 362, [489], 490.

inspection of property, application for order for, 364 (*add.*).

Lands Clauses Act, under, 2005—2008. *See LANDS CLAUSES ACT.*

meaning of term "arbitration," 351.

mistake, setting aside award for, 359.

leave to revoke submission in case of, 353.

power of arbitrator to correct, 358.

notice to concur on appointment of arbitrator, 356 (*add.*).

ARBITRATION—*continued*.

- oaths administered in, 354, 357.
- official or special referee, reference by Court to, 362—368. *See REVERSE.*
- partnership articles, effect of clause in, 355, 360, 1811, 1812.
- production of documents in aid of, [351], 354.
- Public Health Act, under, 356, 358, 359, 361.
- Railway Companies Arbitration Act, under, 356.
- receiver, appointment of, notwithstanding, 356, 653.
- reference to, [489].
 - compulsory, 324, 365.
 - injunction, in action for, [489].
 - proceedings under reference, 356, 357.
 - to one arbitrator, [351].
 - to two, or umpire, [351].
- setting aside, reviewing, and remitting awards, 358—360.
 - evidence discovered after award made, 359 (*add.*).
 - misconduct, corruption, undue means, fraud, 359.
 - mistake by arbitrator, 359.
 - time for, 358.
- special case, power of arbitrator to state, 357, 358, 1768.
 - costs of, 361.
- staying proceedings where there is a submission, 354—356.
- "step in the proceedings," under s. 4. . 355 (*add.*).
- submission to, meaning of the term, 353.
 - provisions included in, 354.
 - when revocable, 353.
- three arbitrators, reference to, 357.
- time for award, 354, 357.
 - enlarging, [352], 357, 358.
- umpire, appointment of, 354.
 - by Court, on failure of arbitrators to appoint, [356].
- valuation distinguished from, 351.
- witnesses, examination of, on, [351], 354, 357.

ARCHES COURT,

- involment of order of, under 2 & 3 Wm. IV. c. 93. . [171].
- prohibition, order *nisi* for, against official principal of, [689].
- sequestration in aid of decree of, as to costs, [393].

ARCHITECT,

- account in suit by contractor against, and employer, [1149], 1172.
- reference to, as to injury by building, 490.
- secret agreement between, and employer, 1150, 1172.
- when made arbitrator by building contract, 357.

ARCHWAY,

- agreement by railway company to construct, enforcement of, 1895.

ARMY,

- commission of officer in, charge on, 1663, 1664.

ARMY ACT, 1881.

- pension of officer under, inalienable, 396.

ARREST,

Bankruptcy Act, protection from arrest under, 387, 388.
 Debtors Act, under, 385, 386.
 discharge from, 386, [411—414], 415.
 infant, of, for non-attendance under order, [898].
 privilege from, 372, 385, 408, 409, 946. *See* ATTACHMENT; SEQUESTRATION;
 SOLICITOR.

ARRESTMENT,

Scotch, effect of, 433.

ARTICLES, MARRIAGE, [1436], 1440, 1441, [1442—1444], 1449, 1450. *See*
 SETTLEMENT.

ARTICLES OF PARTNERSHIP. *See* PARTNERSHIP.

construction of, 1806.

ARTIZANS AND LABOURERS' DWELLINGS ACT,
 compensation under, 2006.

ASSAULT ON JUDGE,

committal for, 406.

ASSENT OF EXECUTOR, 1253—1255. *See* EXECUTOR.

ASSESSORS,

Court empowered to call in, 1938.
 trial of issues with, [322].

ASSETS. *See* ADMINISTRATION; ADMINISTRATOR; EXECUTOR.

admission of, [1186], 1198, [1244], 1253, 1254. *See* ADMISSION.
 dealing with, restrained, [620, 623].
 employed in trade, profits charged on, [985].
 inquiry as to, [1812].
 general power, property appointed under, 965.
 land in India, personal assets for payment of debts, 1200.
 legal or equitable, 1203, 1204, [1404, 1405], 1407.
 marshalling, and order of payment out of, [1398—1405], 1406—1408. *See*
 MARSHALLING ASSETS.
 partnership, of, 1799, 1800, 1805.
 receiver of, 658, 659.
 right of creditor or legatee to follow, 1190, 1283, 1320, 1395.

ASSIGNEE,

bankrupt, of, [1276, 1277]. *See* BANKRUPT.
 redemption by, 1602.
 debt, of, proof by, in administration action, 1218, 1219.
 husband, of, wife's equity against, [795, 799], 802—804.
 legacy, of, action by, 1255.
 life interest, of, stop order by, [418].
 set off, how affected by, 1162, 1163.
 share, of, costs of action by, 1271.

ASSIGNMENT,

charging order, effect of, as against assignee, 423, 429.
 chose in action, of, 439, 1663. *See* CHOSE IN ACTION.

ASSIGNMENT—*continued.*

- copyright, of, 579.
- covenant against, enforced, 470.
- debts, of, 1428.
- dower, of, judgment for, [805, 806].
- equitable, 1668. *See* **EQUITABLE ASSIGNMENT.**
- equity of redemption, of, 1598.
- fund in Court, of, notice of, 1262.
 - stop orders on, 417—422. *See* **STOP ORDER.**
- interest of party to action, of, 104.
- leaseholds, of, pursuant to agreement, [1493].
- lien of solicitor, how affected by, 932.
- patent, of, 1984, 2000.
- pendente lite*, of interest in subject matter, 41, 104, 623.
- policy, of, 1428.
- set off how affected by, 1161—1163.
- trade mark, of, 1996, 1997.
- voluntary, when effectual, 1427, 1428.

ASSISTANCE (WRIT OF). *See* **WRIT.**

- order for issue of, to put receiver in possession of chattels, [376].
- to put sequestrator into possession, 380.

ASSIZES (TRIAL OF QUESTION OF FACT AT), [322], 327. *See* **ISSUE.****ASSOCIATE,**

- certificate of, of findings at trial, [323], 327.
- judgment after trial on circuit upon certificate of, [145].

ATTACHMENT,

- (1) *Of debt*, [430], 431—435.
 - debts capable of being attached, 432, 433.
 - devolution of estate by reason of, 104.
 - effect of garnishee order, 433—435.
 - judgment creditor, right of, to garnishee order, 431.
 - married woman, debt owing to, 751, 754, 777.
 - mistake, mutual, order made by, set aside, 435 (*add.*).
 - money paid to agent for benefit of creditors, 433 (*add.*).
 - moneys in hands of receiver, of, on application of judgment creditor, [430], 433.
 - proceedings under Ord. XLV., 431 *seq.*
 - protection and discharge of garnishee, 431, 434.
 - solicitor's lien, how far affected by, 435.
- (2) *Of person*, 381—388. *And see* **CONTEMPT OF COURT; DEBTORS ACT.**
 - account, for default in bringing in, 383.
 - appeal from order for, 387.
 - attornment to receiver, to enforce, 674.
 - bankruptcy of contemnor, effect of, 387, 388.
 - chambers, application in, for leave to issue writ, 384.
 - committal, distinguished from, 407 (*add.*).
 - conveyance of land enforced by, [375], 381.
 - costs of, 388.
 - Debtors Act, procedure under, 384—386, 388.

ATTACHMENT—*continued*.(2) **Of person**—*continued*.

- discharge of order for, 384, [411, 413], 414.
 - for irregularity, 415, 416.
 - on defaulter's bankruptcy, 387.
- discovery, to compel, [54], 85.
- entry of judgment, not granted before, 166.
- execution of writ of, 388.
- Ireland, to enforce judgment of Court in, 170.
- judgment or order when enforceable by, 370, 371, 384, 632.
- leave of Court to issue, required, 384.
- notice of motion for, 85, 384, 386, 387.
 - service of, 386, 387.
- order for, for default in payment by instalments, [382].
 - for default other than non-payment of money, [381].
 - for default in transferring stock into Court, [382].
 - for disobedience to order for discovery, [383].
 - for non-payment of money by trustee under Debtors Act, s. 4, [383].
- party to be named in judgment or order, 5.
- production of documents, to compel, [54], 85.
- receiver in default, of, 679, 687.
- recital of, in order of discharge, [413].
- return to writ of, enforced, [389], 390.
- right to, under Debtors Acts, 384—386, 388.
- sequestration ordered on return of, [392].
- serjeant-at-arms ordered on return of, [390].
- service of order to be enforced by, how to be effected, 386, 387.
- sheriff, against, for not returning writ, 384.
- solicitor, against, not paying in balance, [270], 271, 940.
 - substituted service of order upon, 271.
- trustee, of, for non-payment of money under his control, [383], 385, 990.

ATTEND PROCEEDINGS,

- leave to, [290], 282, 1217, 1279.

ATTENDANCES,

- costs of, 209, 222, 242, 258, 259, 284. *See Costs.*

ATTORNEY. *See SOLICITOR.***ATTORNEY (POWER OF),** 202—204. *See POWER OF ATTORNEY.*

- trustee acting under, 1008.

ATTORNEY-GENERAL,

- appearance and attendance of, in charity cases, 1090, 1095.
 - on appointment of charity trustees, 1099.
- approval by, of charity schemes, 1112.
- costs of, in charity cases, [1087], 1095, 1103, 1104, [1109].
 - not allowed where bill for legacy dismissed, 1268.
 - payment of costs to or by Crown, [1089].
 - separate from relator, 1103, 1104.
 - taxation, [1087], 1095.

ATTORNEY-GENERAL—continued.

- demurrer by, to petition of right, 350.
- order on, [348].
- fees of, allowance on taxation, 228, 259.
- illegitimate intestate not sufficiently represented by, 1198, 1328.
- informations, power of, over, 1090, 1112.
- made party by amendment, [41].
- perpetuation of testimony concerning Crown, defendant in action for, 96.
- public nuisance, action by, to restrain, 509.
- scheme as to charity, notice of, to be given to, [1084], 1095.
- statutory powers, may obtain injunction against transgression of, by public body, 602.

ATTORNEYS AND SOLICITORS ACT, 1870..238. *And see SOLICITOR.*
 provisions of, as to agreements between solicitor and client, 238, 239.
 rolls, striking solicitor off, notice to registrar, 949.

ATTORNMENT,

- Bills of Sale Acts, clause affected by, 1631, 1671, 1672, 1680.
- fraud, in, of bankruptcy law, 1630.
- mortgagor, by, effect of, 1630, 1631.
- receiver, to, [635, 669, 670], 674.
- discharge of prisoner in custody, for not attorning, [412].
- not ordered as to tenants abroad, 674.
- sequestrator, to, [398], 399, 400.
- tenancy created by, 674.
- widow, to, by tenant of lands assigned as dower, [805, 806].

AUCTION,

- before chief clerk, 293.
- sale by Court, usually by public, 293, 296.

AUCTIONEER,

- charges of, allowance of, in taxation, 259, 268, 269.
- defaulting, 385.
- joining, as defendant in action, for specific performance, 1853, 1875.
- in action to set aside sale, 1929.
- mortgagee acting as, not allowed commission, 1640.
- right of, to interpleader, 440, 441.
- security of, 296.
- reduced, [291].
- trustee acting as, not allowed to charge, 998.

AUDIT OFFICE,

- authentication of account at, 181.

AUTHORITY,

- action commenced by solicitor without, 123, [913, 914], 915.
- agent, of, declared, [1833].
- next friend, by, 824.

AVOIDANCE,

- settlement, of, 1432—1435. *See SETTLEMENT.*

AWARD. *And see ARBITRATION ; REFEREE.*

agreement as varied by, enforced, 1903.
 correction of, by arbitrator, 358.
 costs, as to, 360.
 enforcement of, 358.
 evidence of arbitrator to explain, 359.
 final, when, 354, 359, 367.
 jurisdiction of Court to review, 358.
 set down as special case, 357, 358.
 setting aside, reviewing and remitting, 358—360.
 specific performance of, 1837.
 submission when revocable until, 353.
 time for, enlarged, 352, 357, 358.

BAILIFF,

account against, 1157, 1169.
 infant's property, in possession of, 868.

BALANCES,

in executors' hands, inquiries as to, [983].
 interest on, when charged, [983, 984], 985, 987. *See INTEREST.*
 liberty to prove for, [982].
 payment of, into Court, 977, 978.
 by receiver, [179, 644, 685], 687.
 payment or application of, by executor, [1225, 1227].
 trustees, of, inquiries as to, [954, 971, 983], 987.

BALLOT,

election by, to benefice, 613.

BANK NOTES,

destruction of fraudulent, 547.

BANK OF ENGLAND,

closing of books of, 183.
 direction for payment of dividends by, under 1 Will. IV. c. 65, [959].
 discretion of, as to evidence, not interfered with, 138.
 officer, appointment of, under Trustee Acts, to transfer stock, [1032], 1033, 1039, 1050, 1073.
 parties to action, costs of, 618.
 recitals in orders to be acted on by, 1040.
 right to apply to, for cash carried over to National Debt Commissioners, [1075].
 transfer of annuities by, ordered, [178].
 of stock, ordered to permit, [1984].
 transfer in books of, restrained, by charging order *nisi*, [424], 426.
 by *distringas*, 619.
 by injunction or restraining order, [617, 618], 619.

BANKERS,

account with, appropriation of payments in, 966, 1164, 1165.
 authority of bank to use name of trustee, 916.

References to the Forms are printed thus [456].

BANKERS—continued.

- books of, production of, in evidence, [55], 72.
- evidence of entries in, 138.
- leave to inspect, 1156.
- sealing of entries in, right of, 138 *infra*.
- breach of trust, liability for, having notice, 964, 965.
- equitable mortgage to, for account current, 1703.
- forged instruments, liable for acting on, 1920.
- fraudulent, prosecution of, 969.
- lien of, extent of, 1711, 1973.
- mortgage to, compound interest, 1610.
- partnership of, accounts and inquiries as to, 1800.
- receiver, when liable for failure of, 679.
- registered public officer of, order substituting, under 7 G. 4, c. 46, [108].
- trust funds paid to, right to follow, 966.
- trustee liable for default of, 955.
- trustee, of, accountability of, 964, 965.

BANKERS' BOOKS EVIDENCE ACT. [55], 72, 138.**BANKRUPTCY,**

- account of bankrupt's estate received by bankrupt executor, [1277].
- act of bankruptcy, issue as to, [334].
- bill of sale when amounting to, 1675, 1676.
- administration of estate of bankrupt, 1238.
- action by trustee against executors of partner of bankrupt, [1816].
- annulment of, [385].
- appeal by bankrupt party, 727, 738, 740.
- arrest, when bankruptcy a protection from, 408, 409.
- attachment, when discharged on bankruptcy of defaulter, 990.
- avoidance of deeds under law of, 1956.
- client, of, solicitor how affected by, 923, 924.
- contemnor, of, process how affected by, 378, 379, 409, 946.
- continuing proceedings in case of, 104.
- defaulting trustee, proof in bankruptcy of, 967, [902].
- discovery and production of documents by bankrupt, 76.
- distress by landlord in case of, 656.
- execution against judgment debtor, how affected by, 378, 379.
- executor bankrupt, leave to go in and prove against, [1276].
- trust funds in hands of, followed, 966.
- where receipts by assignees made defendants, [1276].
- where sums received after certificate, [1276].
- foreign courts, staying proceedings against debtor in, 624.
- foreign, effect of, 1338.
- forfeiture of life interest, direction for payment of dividends until, [100].
- fraudulent preference, acts amounting to, 1682, 1958, 1959.
- husband, of, as affecting wife's equity to settlement, 804.
- infant, liability of, 835.
- inspection of documents by, as the trustees' accountant, [53].
- interpleader proceedings, how affected by, 447, 448.
- issue as to act of bankruptcy, [334].
- judgment debtor, of, effect of, 378, 379, 1719.
- jurisdiction of Court of, 1818, 1822 (*add.*).

BANKRUPTCY—continued.

- leave to prove in, [1276], 1393.
- limitation over in event of, validity of, 1956.
- married woman, liability of, to be made bankrupt, 754, 762.
- mortgagor, bankrupt, dismissed from action, [1537].
 - costs of assignees and trustees, 1618, 1619.
 - judgment against, [1628], 1646, 1705.
 - proof against estate of, 1585, 1604, 1705.
 - bankruptcy of, no bar to foreclosure, 1585.
- mutual credits, 1161, 1162, 1163.
- order and disposition clauses, effect of, 968, 1664, 1668, 1675, 1676, 1677.
- partner, effect of bankruptcy of, 592, 1807, 1822, 1823.
- partnership actions, when Bankruptcy Court proper *forum*, 1818, 1822.
- patent, of infringer of, 569.
- plaintiff, of, effect of, 629.
- prohibition to chief judge in, would not lie, 690.
- purchaser, in action for specific performance, effect of bankruptcy of, 1875.
 - of, on sale by Court, proceedings on, [311], 313.
- secured creditor, proof by, 434, 1585, 1705.
- separate estate of married woman, adjudication against, 754, 762, 968, 969.
- set-off in, 1161, 1162, 1163.
- solicitor, of, not protecting from arrest, 946.
- Stock Exchange, of defaulter on, 1971.
- surety, effect of bankruptcy on rights of, 1783, 1790.
- taxation of costs in bankruptcy, 238.
- transactions by bankrupt, validity of, until trustee intervenes, 1682.
- transfer of administration proceedings where estate insolvent, [697], 698, 1236, 1238.
- trust property of bankrupt does not vest in trustee, 968.
 - nor property set apart to meet breach of trust, 966.
 - nor securities in custody of trustee's firm, 966.
- trustee bankrupt, proof against, 968, [982], 983.
 - removal of, 1024, 1078, 1079.
- trustee in bankruptcy, added as co-plaintiff, 104.
 - adopting action, liable for costs, 105.
 - compromise by, 113.
 - disclaimer of lease by, 1893.
 - discovery by or to, 63 (*add.*), 79 (*add.*).
 - property devolving on, 968.
 - redemption by, 1603, 1604.
 - specific performance against, 1846.

BANK SHARES,

- trustees declared liable for loss by investment in, [973].

BAPTISM,

- certificate of, 136, 137. *See EVIDENCE.*
- forms of entering as evidence in orders, [128, 129].

BAR,

- dower, of, 809, 810.

BARE TRUSTEE, 1044. *See TRUSTEE.*

- married woman, may convey as *feme sole*, 791, 1045.

BARRISTER. *See* **COUNSEL.**

BASE FEE,
enlargement of, 1499.

BEACH,
injunction against removing, [486], 514.

BEERSHOP,
injunction against using premises as, 465, 470.

BELFRY,
gifts to build, declared partly void, [1125].

BELL-RINGING,
injunction against, 536.

BENEFICE,
election, right of, in parishioners, [610], 612, 613.
infant, presentation of nominee of, [803, 804].
injunction as to presentation to, [610].
 against bishop presenting to, 611, 612.
 against taking possession of, [611].
mortgage of, 1665.
receiver of, 665.
sequestration of, 376, 396.
waste by ecclesiastical corporation, 482, 483.
writ of *ad quod damnum* against, 376.

BENEFIT BUILDING SOCIETY, 1762—1771. *See* **BUILDING SOCIETY.**

BEQUEST. *See* **LEGACY.**

BET,
liability of stakeholder of, 440.

BID,
liberty to at sale by Court, [300], 296.

BIDDINGS OPENING,
not allowed except for unfair or grossly improper conduct, 297, 298.

BILL IN PARLIAMENT,
injunction against application of rates in promoting, [500], 603.

BILL OF COSTS, 240, 242. *See* **SOLATOR; TAXATION OF COSTS.**

BILL OF EXCHANGE,
acceptance of sums due on, [756, 758].
appropriation of assignments to meet, [1971], 1972, 1973.
bill of lading sent with, 1972.
deposit of, in Court, [616].
forged bill of lading, accepted on faith of, 1921.
injunction against negotiating, [500, 508, 616], 617.
interest on, from when payable, 1150, 1151.
loss of, indemnity, and costs in respect of, 1908, 1911.
mistake, rectification of, on ground of, 1915.

BILL OF LADING, 1920, 1973, 1974.

BILL OF PEACE, [628], 630.

BILL OF SALE, 1669—1681.

Act of 1878 (41 & 42 Vict. c. 31), provisions of, 1669—1677.

Act of 1882, provisions of, 1677—1681.

act of bankruptcy, when, 1675, 1676.

after-acquired chattels, when comprised in, 1681, 1682.

apparent possession, 1676, 1677.

attesting witness, description of, 1674.

attornment clause, how affected by Acts, 1631, 1671, 1672, 1680.

consideration, statement of, 1672, 1673, 1678.

debentures, and covering deed, when excepted from Acts, 1681.

defeasance, or condition, 1674, 1680.

description of grantor, 1673, 1674.

error in, correction of, 1675.

execution creditor, affecting, 1675.

execution of, enforced, 1836.

fixtures, assignments and mortgages of, 1671, 1672.

form of, under Act of 1882..1678—1680.

inventory to be annexed to, 1677.

maintenance of security, provisions for, 1680.

priority of, 1674.

registration of, 1672—1675, 1678.

formalities on, 1673, 1674.

reputed ownership, doctrine of, 1675—1677.

schedule to, 1679.

seizure under, 1677, 1679, 1680.

specific performance of agreement to execute, 1836.

transfer not requiring registration, 1674.

"true owner" of goods, 1677.

void, when, under Act of 1882..1677—1681.

BIRTH,

evidence of, 136, 137.

BISHOP,

control of legal right of presentation by, [610], 612.

prohibition to Consistorial Court of, [688, 689].

to stay execution of *sequestrari facias*, 688.

restrained from presenting to living *pendente lite*, 611.

sequestrari facias de bonis ecclesiasticis, execution of writ of, by, 396.

solicitor and client costs allowed to, 610.

writ of *ferri facias de bonis ecclesiasticis*, issue of, 376.

BLANK,

execution of instrument with, 1921.

BOARD OF AGRICULTURE,

powers of, under Board of Agriculture Act, 1889..1484, 1485.

under Copyhold Acts, [2077], 2079, 2080.

under Settled Land Acts, 1529.

BOARD OF TRADE,

powers of—

Abandonment of Railways Acts, under, 2061, 2062.

Life Assurance Companies Acts, under, 2063.

parliamentary deposits, as to, [2063], 2059—2063. *See* PARLIAMENTARY DEPOSIT.

trade marks, as to, 1991, 1996, 2003.

Tramways Act, 1870, under, 2062, 2063.

supervision of, over railways, 596.

surveyor appointed by, on entry by company under Lands Clauses Act, 2035.

BOND,

calling in money due on, [1318].

conversion of, into stock, [183].

Court, in, order for sale of, 293.

debt, vesting right to, 1071.

debt, when statute-barred, 1220, 1221.

illegal consideration for, cohabitation, [1962], 1963.

indemnity to executor by, [1382].

interest on, or account, right to, 1206, 1208, 1220.

issue as to validity of, [331].

as to consideration for, 334.

Lands Clauses Act, under, on entry by company before purchase, 2036.

See LANDS CLAUSES ACT.

married woman, of, enforced against separate estate, 761.

not to trade within certain limits, specific performance of, 1836.

Parliamentary Deposits and Bonds Act, 1892, under, cancellation of, 2061.

security for costs given by, [26, 27], 28.

BONUS,

capital or income, whether to be deemed, 1412, 1483.

director, received by, [1939].

BOOKS,

bank, of, production of, [55], 72, 138.

Bank of England, of, closing of, 183.

entries in, evidence, 1156, 1175, 1177.

injunctions against detaining, [584].

against selling, [571—574].

partnership, of, production of, and evidence by, 72, 75, 1804.

receiver, to be delivered over to, [635, 636, 642, 643, 647, 648].

taxation, to be produced on, [230].

BOUNDARIES (ASCERTAINING),

account of past rents, [1571], 1573.

action for, when entertained, 1573, 1574.

agreement as to, made order of Court, [1572].

chambers, at, 1573.

charity lands, of, 1120, 1573.

collieries, of, 1573.

colonial, action to settle, 1574.

commission to ascertain, [1571, 1572].

compensation in action for, [1571, 1572].

BOUNDARIES (ASCERTAINING)—*continued*.

conveyance, subject to proportion of testator's debts, [1572].
 costs of action for, [1572], 1574.
 deeds, delivery of, [1572].
 discovery in action for, 75.
 evidence, admissibility, hearsay, maps, &c., 1574.
 freeholds and copyholds, distinguishing, [1572], 1573.
 high-water mark, ascertaining, 1573.
 Inclosure Acts, under, 1574.
 issue to ascertain, 333.
 parties necessary to action for, 1574.
 plaintiff's title, proof of, 1573, 1574.
 possession to be delivered, [1571, 1572].
 reference to chambers by consent, 1573.
 rent-charge, at suit of grantee of, [1572].
 tenant, duty of, to preserve boundaries, 1574.
 tithe commutation map, when evidence, 1574.

BOVILL'S ACT, 1825.**BOX,**

deposit of plate and securities in, [177, 179], 184, [616], 957.
 lodgment of, in Court, [196].

BREACH OF CONTRACT,

injunctions against, [453, 454, 463—465], 466—471. *See* CONTRACT.

BREACH OF INJUNCTION, 406, 631—634. *See* INJUNCTION.**BREACH OF TRUST,**

account of, procedure to obtain, 959.
 acquiescence and concurrence in, [972, 973], 979, 980.
 by married woman, 981.
 agents, bankers, or solicitors, liability of trustee for default of, 963, 964.
 agreement involving, not specifically enforced, 1845.
 annuities, omission to make investment to answer, [973].
 assignment of sums due under, 960.
 bankrupt trustee, by, proof in respect of, 968, [982, 983].
 business, by leaving trust fund in, 1827, 1830.
 compound interest, charging, [955, 984], 988.
 compromise, by, not shown to be beneficial, 960.
 contribution between *cestui que trust*, [974].
 costs in cases of, [991], 992, 996.
 co-trustee, by, 962, 963, 996.
 covenant to pay, neglect to enforce, 960, 961, 982.
 declaration of liability for, [973, 1424].
 directors of companies, by, 968, 969.
 dividends, by payment of, out of capital, [598], 605, 969.
 dividends not received, account of, [955].
 failure of bank, liability of trustee for, 964.
 fraudulent trustees, [957], 968, [989], 990.
 heir or devisee acting as trustee liable for, 960.
 impounding interest of *cestui que trust* to answer, 762, [974 (*add.*)], 979, 981.
 inquiries as to, [953—958, 971—975].

BREACH OF TRUST—continued.

- instalments, made good by, [972].
- interest, charging, [955, 963, 984, 1395].
- investment, improper, [956, 971, 972, 974 (*add.*)], 975, 976, 1665.
 - declared good for less sum, [974 (*add.*)].
 - duty of trustee to show a sound discretion, 975.
 - judgment against representatives of deceased trustee, [974, (*add.*)].
 - loss of property by, 960, 963.
 - purchase of land, in, [954].
- liability of trustee for, extent of, 977.
- Limitations, Statutes of, 969, [974, (*add.*)], 980, 981.
- married woman, by, 762, 780, 969, 970.
- mortgage, by, on bad security, 975, 976.
 - instead of sale, 959.
- neglect to get in debts or funds, 960, 961.
 - to renew policy, 961.
- neglect when amounting to, 959, 960.
- new trustees, appointment of, in case of, [957], 1078.
- non-conversion, and non-investment, by, [972, 973], 978.
 - of damnose leaseholds, 960.
- notice of dealings with equitable interest, 961.
- onus on trustee to show necessity for deviation from trust, 959.
- outstanding funds, by neglecting to get in, 960, 961.
- over-payment of beneficiary, by, 967.
- parties to actions to recover trust funds, 970, 971.
- partner of trustee, by, liability for, 966, 967.
- payment in, of misappropriated funds, 978, [962].
- payment, order for, intended to be registered as judgment, [958].
- profits, charging, or interest, 989.
- purchaser for value of equitable interest postponed, 965.
- receiver when appointed in cases of, 661.
- refunding by legatees, &c., of trustee, 1396, 1397.
- remedies for, 958, 965—971.
 - defaulting trustee primarily liable, 967.
 - following trust property, 965, 967.
 - holders with notice, against, 965.
 - interest of trustee in the property, against, 967.
 - lien on property of trustee, 967, 977.
 - purchaser without notice, against, 966.
 - sale of realty of trustee, 967.
 - subrogation to rights of third parties, by, 965.
 - where trustee long since deceased, 981.
- replacement of stock directed, [957, 958, 974], 977.
- retiring trustee, liability of, for, [957], 960.
- sale in breach of trust, injunction against, [622], 623, 959.
 - of two estates together, 959.
- under power, 959.
- sequestration, remedy by, when available, 958.
- shares, by non-conversion and purchase of, [973].
- specialty debt, when created by, 967.
- tenant for life benefiting by, recoups trustee, 973, 979.
- time, how far a bar to action for, 980, 981.
- trade, by using money in, 988, 989.

BREACH OF TRUST—*continued*.

Trustee Act, 1888, limitation of liability of trustee under, [974 (*add.*)], 976, 977, 981.

trustees of charities, by, 1098, 1117, 1121, 1122. *See* CHARITY.

wasting securities, neglect of duty to convert, 978.

wilful default, account on footing of, [982], 985—987. *See* WILFUL DEFAULT.

wrongful payment to husband, trustee declared liable to make good, [1424].

BRICKBURNING.

injunction against, [520], 524, 525.

BRIDGE,

mandatory injunction to compel construction of, 462, 507, 596.

BRIDGE TOLLS,

issue as to, 333.

BRIEF,

costs of, prepared, but not used, 259.

counsel's, to be left on bespeaking order, 163.

indorsement on, directed to be produced, 81.

constituting submission to arbitration, 353 (*add.*).

BRINGING FUNDS INTO COURT, 182—184. *See* LODGMENT OF FUNDS.**BROKER.** *And see* STOCK EXCHANGE.

commission of, how provided for, on investment under Lands Clauses Act, 2011, [2017, 2020, 2022].

lien of, 1708, 1711, 1712, 1742.

rights and liabilities of, under custom of Stock Exchange, 1711, 1970, 1971.

rights of, as surety, buying for undisclosed principal, 1782.

BUILDING,

account of sums laid out on, [1623].

agreement, accounts and inquiries as to, [1149].

by testator, inquiry as to, [1303].

deposit of, by way of equitable mortgage, [1867].

stipulation in, whether within Bills of Sale Acts, 1670.

agreement as to, specific performance of, 1836, [1867, 1894, 1895].

ancient lights, protection of, [487—490], 491—494. *See* LIGHT.

architect, reference to, as to injury by building, 489.

reference to, made void by secret agreement, 1150, 1172.

under building contract, when made arbitrator, 357.

common, on, restrained, [515], 516.

gift for, when void under Mortmain Acts, [1126], 1142. *See* CHARITY.

injunction against, 461, 462. *See* INJUNCTION.

to enforce right of support to, 483, [496, 497], 501, 502, 503.

inquiries and accounts as to, [1149, 1303].

investment in, under L. C. Act, 2024—2027. *See* LANDS CLAUSES ACT.

leases, 1480, 1518. *See* SETTLED ESTATES ACT.

payment for erection of, on chief clerk's certificate, [194].

rectification of schedule of quantities to contract, 1915.

scheme, enforcement of covenants as part of, 470.

evidence of existence of, 470 (*add.*).

secret profit or advantage by agent, 1172.

BUILDING SOCIETY, 1762—1771.

- account of sums due on mortgage to, [1763].
- distinguishing amounts due before and after certificate, [1765].
- Acts relating to, 1765, 1766.
- arbitration clauses in rules, effect of, 361, 362, 711, 1767, 1768.
- borrowing members, 1766.
- borrowing powers of, 1769, 1770.
- duration of society calculated, [1762, 1763].
- equitable mortgage by, 1769, 1770.
- fines ordered to be paid on redemption, [1764].
- foreclosure of mortgage to, [1765].
- incorporation of, 1765, 1766.
- new rules, effect of, 1767, 1771 (*add.*).
- new trustees, of, appointment of, 1024.
- receivance, indorsement of receipt in lieu of, [1762, 1764, 1765], 1767.
- redemption of mortgage to, [1762—1764], 1766.
- stamps on mortgage to, 1769.
- tacking in case of mortgage to, 1767.
- winding-up and dissolution of, 1770, 1771.
- withdrawing member, profits payable to, [1763], 1771.

BURIAL,

- certificate of, 136, 137. *See* EVIDENCE.
- forms of entering, in order, [128].
- fees, right to, [1975].

BUSINESS. *See* PARTNERSHIP; TRADE.

- carrying on testator's, [1310—1313], 1314—1316.
- creditors, remedies of, 1315, 1316.
- execution by, 1315.
- expenditure on farming business, [1311].
- infants, for benefit of, [1310], 1314.
- profits, right to account of, 1315.
- rights and liabilities of executors, 1314, 1315.
- where assets sufficient at death, but afterwards insufficient, [1313].
- gift of, by father to son, operating as ademption, 1463.
- married woman, carried on by, when separate property, 760, 774.
- mortgage of, 544, 1634, 1684.
- name, right to use of, 544.
- partnership, of, 1793—1831. *See* PARTNERSHIP.
- profits of, declared to be income, [1417].
- receiver, and manager of partnership, [630, 640, 645, 646], 657.
- of solicitor's, [642], 663.
- of testator's, [645, 646], 1315.
- sale of, agreement on, whether a bill of sale, 1670.
- as going concern, [1685].
- specific performance of, [1685].
- specific bequest of, inquiry, what comprised in, [1360].
- trustee carrying on, remuneration to, 995.

BUTTRESSES,

- injunction against encroachment by, 483.

- CAIRNS' ACT**,
damages under, 461, 492.
- CALENDAR**,
copyright in, 579.
- CALLS**. *See* COMPANY; SHARES.
future, mortgage of, 1691.
indemnity against, in administration actions, [1282, 1283], 1284.
to transferor of shares, [1964—1967]. *And see* STOCK EXCHANGE.
receiver to get in, in name of liquidator, 664 (*add.*).
- CANAL**,
duty of company, to keep water in canal, 514.
mortgage of shares in, 1689.
obstruction to navigation of, mandatory injunction as to, 462.
receiver of tolls of, 650.
support, right to, under Special Act, 502 (*add.*).
water rights of, protected by injunction, [511].
working minerals under, 502, 504, 505.
- CANCELLATION**,
deed or other instrument, of, [1433, 1446, 1447, 1927].
forged instruments, of, [1918], 1919.
fraud or misrepresentation, on ground of, [1917], 1918 *et seq.* *See* FRAUD;
MISREPRESENTATION.
jurisdiction of Court to direct, 616, 1922.
mistake, on ground of, [1911], 1912, 1913—1917. *See* MISTAKE.
shares, of, enforcement of agreement for, 1836.
- CAPITAL AND INCOME**, 1265, 1483. *See* APPORTIONMENT; CORPUS; TENANT
FOR LIFE.
- CARRIAGE OF JUDGMENT OR ORDER**,
cross-motions, in case of, given to plaintiff, 344.
duty of party entitled to, 163.
plaintiff in first action, given to, 701.
- CARRYING ON PROCEEDINGS**.
administrator of executrix, and administrator *de bonis non*, against, [102].
appeal, order of course for, when obtainable, 105.
banking company, registered public officer of, substituted, [103].
common order to continue proceedings against new party, [101].
common allegations in, 101, 102.
how obtained, 101, 105.
former judgment, under, [1729].
infant, against, born after action, [102].
representative appointed for purpose of, [107, 108].
at hearing, [107].
representative of accounting party, against, [102].
representative, without, [107].
- CARRYING OVER FUNDS IN COURT**, [208], 208—210.
apportioned amounts of stock carried over, 209.
average price of securities, how ascertained, 208.

CARRYING OVER FUNDS IN COURT—continued.

- charitable funds, to account of official trustee, [1108].
- costs of applications as to, 209.
- duty, subject to, 198, 199, 204, 210.
- fees of taxation, [191, 200], 210.
- government securities of given value, [208].
 - on future day, [208].
- hotchpot, bringing advances into, [193, 194].
- investment of funds carried over, [196], 200, 201. *See* INVESTMENT; PAYMENT AND TRANSFER INTO COURT.
- investment without, 209.
- legal personal representative, to account of, [208].
- liability account, to, with restraining order, [1108].
- money on deposit, [208].
- railway and other stocks, 209.
- schedule, directions by reference to, [1256].
- securities, money on deposit, cash, dividends, 209.
- separate account, to, 200, 209.
 - effect of carrying over to, 209.
 - title of, 203.
- stock, portions of, [191].
- stocks or shares, 209.
- stop order on funds when carried over, [417, 418]. *See* STOP ORDER.
- sums part of larger sums, [208].
- what funds may be brought into Court, 183.

CASE,

- sent for the opinion of a foreign Court, [714, 715], 716.
- special, 318—321. *See* SPECIAL CASE.
- stated by Inland Revenue, appeal from order on, 729.
- stated by referee, 367.

CASH,

- in Court, carrying over, [208].
 - charging order on, [423, 424], 426, 427.
- lodgment of, in Court, and investment, [177, 178, 179].
- payment out of, [193].
- stop order on, [417, 418].
- under the control of the Court, investment of, 207. *See* INVESTMENT.

CATALOGUE,

- copyright in, 579.

CATCHING BARGAIN, 1949 *et seq.***CAUSE,**

- defective, "abated," or standing over, 132.
- entry of, in cause book, 132.
- meaning of term, 2.
- petition in, 338—341. *See* PETITION.
- "short," 132.
 - further consideration of, 315. *See* FURTHER CONSIDERATION.
 - motion for judgment heard as, 157, 158.
 - only so heard, where evidence taken by affidavit, 132.
 - without consent, 132.

CAUSE—continued.

- transfer of, 695—700.
 - and consolidation, 700—706.
 - District Registry, from and to, 152, 153, 697, 699, 700.
 - inferior Courts, from and to, [707—710], 710—713.
- witnesses, with, special days for, 132.

CAUSE BOOKS,

- cause with witnesses so marked in, 132.

CEMENT WORKS,

- injunction against nuisance from, [520], 524, 525.

CERTIFICATE. See EVIDENCE.

- acknowledgment of deed by married woman, of, [785].
- associate, of, as to findings at trial, [323], 327.
- baptism, birth, death, and marriage, of, 136.
- District Registrar, of, 152.
- extra-parochial, 137.
- forms of entering, in orders, [128, 129].
- in Scotland, 137.
- judge, of, after prosecutor bound to enter into a recognizance, 410.
- patent, of validity of, having been called in question, [567], 569, 570.
- Paymaster, of, as to funds in Court, 181, 182.
- solicitor, of, renewal of, 951, 952.
- Taxing Master, of, objections to, and review of, [256] *seq.* *See SOLICITOR;*
- TAXATION OF COSTS.

CERTIFICATE OF CHIEF CLERK, 285—287.

- account, result of, how to be stated in, 286, 1158.
- adoption of, by judge, 285, 297.
- discharging, 297.
- error in, set right on further consideration, 287.
- evidence entered in, notice to read, 316.
- filing, 286, 297.
- form of, 285, 286, 1158.
 - documents, evidence, or reasons not to be set out, 286.
- irregularity in, 287.
- money, certificate not order for payment of, 161, 286, 427.
- opinion of judge on, how taken, 286.
 - appeal on motion from order made in Chambers, 725.
- payment into Court on, 183, 286.
- payment of sums from time to time according to, [194].
- preparation of, by solicitor, 286.
- proof of debts after, [1215], 1216.
- result of sale, of, 297, 298.
- review of, order for, [1852].
- settling, practice as to, 286.
- signature by judge not necessary, 297.
- signature of, by Chief Clerk, 285.
- special circumstances may be stated in, 1158.
- title, of, in specific performance action, [1852], 1854, 1858, [1868], 1876.

CERTIFICATE OF CHIEF CLERK—continued.

variation of—

- account, in cases of, 1154.
- order on summons to vary, heard in Chambers, [285].
- on motion to vary, [285], 236.
- on summons or motion to vary on further consideration, [314], 315.
- the like on summons adjourned into Court, [285], 236.
- where certificate varied without being referred back to Chambers, [285].
- proceedings on summons to vary, 236, 257.
- setting down summons to vary, 236.
- time within which application for, to be made, 286, 297.
- hearing of application after time expired, 236.

CERTIFICATE, SOLICITOR'S, 551, 552. See SOLICITOR.**CERTIORARI, 707, 710, 711, 713.**

- absolute in first instance to remove action to High Court, [700].
- appeal from order made on, 713, 721, 722.
- bill of, abolished, 710.
- procedure on, 711.
- s.w. to remove action from County Court, [700].
- to remove action from Lord Mayor's Court, [707], 711.
- to retain same on return of writ, [700].

CESTUI QUE TRUST. See BENEFIT OF TRUST; TRUSTEE.**CESTUI QUE VIE.**

- costs of production of, 1496.
- not produced, to be deemed to be dead, [1495].
- order for production of, at church porch, [1494].
- before Commissioners or Court, [1495], 1496.
- evidence on application for, 1496.
- further order, when necessary, 1496.
- Statute 6 Anne, c. 18, provisions of, 1495, 1496.
- jurisdiction under, since Judicature Act, 1496.

CHAMBERS PROCEEDINGS IN), Chap. XVIII., 272—287.

- accountant. opinion of, taken in, 279.
- accounts and inquiries in, how taken, 277, 283, 284, 1154.
- additional accounts and inquiries directed in, [168], 169, 1153, 1247, 1248, 1250.
- adjourning to and from, [312, 372], 277, 278, 342.
- costs of, 278.
- petition to, [372], 342.
- advertisements directed in, 283.
- appeals from orders at, 284, 724, 725.
- applications to be made at, 120, 273—277.
- boundaries ascertained in, 1573.
- case for opinion of foreign Court to be settled in, [714].
- certificate. applications to vary, 286, 287. *See* CERTIFICATE OF CHIEF CLERK.
- charging order, order to show cause against, [425].
- charity scheme settled in, 1095.
- orders as to, 1104 *seq.* *And see* CHARITY.

CHAMBERS (PROCEEDINGS IN)—*continued*.

- chief clerks, powers and duties of, 278. *See* **CHIEF CLERK**.
- classes, representation of, 283.
 - orders for, [281].
- conduct of proceedings in, 282.
- conveyancing counsel, opinion of, may be taken, 283.
- copies to be supplied in, 283.
- Copyhold Acts, applications under, 275.
- costs of proceedings in, 259, 260, 273, 277, 284.
- counsel, hearing, in, 273, 283.
 - costs of, 261, 284.
- cross-examination of witness on affidavit, [88].
- deed, settling, 283.
- discharging order made in, 277, 284.
- District Registries, in actions proceeding in, 277.
- documents deposited at, [54].
- evidence in, 277, 278, 283.
- experts, opinion of, taken, 279.
- foreign Court, case for opinion of, [714, 715], 716.
- further accounts and inquiries directed, [168], 169, 283.
- further consideration in, [159], 160, 275, 278, [314], 317.
- infant, applications concerning, to be made in, 275.
- injunctions not granted in, in Chancery Division, 277, 458.
- interpleader proceedings in, 442, 443.
- judge in person, orders to be made by, 278.
 - power of, to sit in, 273.
 - right to be heard by, 277, 278.
- judge who does not sit in, application to, 279.
- jurisdiction of judge in, 273.
- liberty to apply in, [159], 160. *See* **LIBERTY TO APPLY**.
- mode of procedure in, 273—277. *And see* **SUMMONS**.
- official solicitor, prosecution of proceedings by, 283.
- opinions of conveyancers, &c., taken, 279, 283.
- order on summons in, [272].
 - refused or dismissed, [272].
 - to be acted on by paymaster, drawn up by registrar, 180.
- originating summons, procedure by, 275, 276. *See* **ORIGINATING SUMMONS**.
- partition in, [1548], 1561, 1568.
 - on further consideration, with directions as to deeds, [1559, 1560].
 - subject to inquiries, [1559].
- payment of dividends, on funds placed to separate account, 274.
- petition adjourned to, orders, &c., [338], 342.
- prohibition, proceedings for, in, 692, 693.
- prosecution of decree or order in, 282—284.
- receiver, appointment of, in, [638], 652.
 - management, directions to, as to, 675, 676.
- reference to, of accounts and inquiries, [272].
- rehearing in, 725.
- sale in, by auction or tender, 293, 297.
- sale instead of partition in, [1533, 1534], 1556.
- sale of timber on settled estate, order for, [1475].
- sales, orders as to, 288 *et seq.* *See* **SALE BY THE COURT**.
- scandalous matter expunged, 283.

CHAMBERS (PROCEEDINGS IN)—*continued*.

- sequestrators to leave accounts in, 277, [403].
- setting aside order made in, 284.
- solicitors, separate, representation by, directed, 283.
- stop orders to be applied for in, 277.
- summons, application not *ex parte* to be made by, 273.
- summons to proceed, 282, 283.
- Trustee Acts, applications under, 274, 275, 1053, 1054.
- trustee, appointment of new, 278, [1017].
- Trustee Relief Act, applications under, 274, 1013, 1014.
- validity of order, time for questioning, 724.
- witnesses, attendance of, 283.

CHAMPERTY,

- agreements in nature of, 239, 937, 940.
- gift to charity, not void for, 1141.

CHANCERY DIVISION,

- account, jurisdiction in actions for, 1153 *seq.*
- classes of business assigned to, 2, 291, 1462, 1581, 1852, 1891, 1913.
- transfers to and from, 696, 697. *See TRANSFER OF ACTION.*

CHANCERY PAYMASTER. *See PAYMASTER.***CHANGE OF INTEREST OF PARTIES, CHAP. IX. 101—110.** *And see CARRYING ON PROCEEDINGS.*

- abatement, simplification of practice under Jud. Acts and Rules, 103—106.
- bankruptcy, in cases of, 103—106.
- continuing proceedings against new party, [101].
- foreclosure action, in, [1723—1729], 1730. *See FORECLOSURE.*
- Judicature Rules as to, 103.
 - assignment, &c., action not defective by, 103, 104.
 - order to carry on proceedings, how obtained, 101, 105.
 - service of, 106.
 - varying or discharging, 106.
- revivor and supplement under old practice, technical distinctions as to, abolished, 106.
- sole plaintiff or defendant, change of interest of, 103, 105.
- sole petitioner, 106.

CHANGE OF SOLICITOR, 918, 919, 924, 925. *See SOLICITOR.***CHANGE OF VENUE, 330.****CHAPEL,**

- nonconformist, appointment of preacher enforced, [611].
 - dismissal of minister, 613.
 - majority, rights of government of, 613.
 - minister of, is tenant at will, 613.
- pew rents, receipt of, injunction as to, [612].
- presentation to, injunction as to, [610].
- trustees, appointment of, where trusts departed from, 613.
 - under Trustee Appointment Acts, 1101.

CHARGE. *See* **LIEN; MORTGAGE.**

- apportionment of, as between tenant for life and remainderman, 414.
- costs made a, [213], 229, [424], 1505.
 - in favour of solicitor, [925—929], 930—935.
 - on testator's estate, [213, 1211].
 - on trust estate, [1008].
- declaration of, [1210, 1659].
 - of equitable, [1698].
 - in favour of debenture holders, [1685].
- debts, of, on testator's realty, 1203, 1204, 1292, 1295, 1297, 1298.
- estate, on, special inquiries as to, [1290—1292].
- foreclosure, not carrying right to, 1584.
- funds, on, notice of, to executor, 961, 962.
- goods consigned to meet bills of exchange, on, [1971], 1972, 1973.
- separate estate of married woman, on, [756—758].
 - ordered, notwithstanding restraint on anticipation, [766].

CHARGING ORDER, [423—425], 426—429.

- application for, how made, 426, 427.
- beneficial interest of debtor, what sufficient, 429.
- cheque, payment of, stayed, [425].
- corporations, liabilities of, permitting transfer, 426.
- discharging or varying, [424], 426.
- enforcement of, by foreclosure judgment, 1654 (*add.*).
- equitable execution, by way of, on cash in Court, [423], 427.
- judgment creditor, right of, to, 427.
- judgment or order when giving right to, 427.
- Judicature Rules as to, 426, 427.
- legatee of residue of stock, against, 429.
- lunacy, order enforcing payment of costs in, 427 (*add.*).
- notice of, when sufficient to prevent transfer, 428.
- order absolute, as to funds in Court, [423].
 - discharged on showing cause, [424].
 - ex parte*, in first instance, 426.
 - funds in another cause, as to, [424, 425].
 - funds in bank, as to, [424].
 - funds in defendant's name, as to, [424].
 - nisi*, as to cash and funds in Court, [423, 424], 426.
 - operating from date of order *nisi*, 428.
- pension or government annuity, charging, 429.
- priorities how affected by, 428, 429.
- proceedings under, not to be taken until six months from date, 426.
- service of, [423], 429.
- shares held by director as qualification, on, 429 (*add.*).
- shares in assurance society, charging, [425].
- solicitor's lien for costs on property recovered or preserved, [925—929], 930—935.
- stock in name of trustee, charging, [424], 428, 429.
- stop order not necessary as ancillary to, 427.
- what property chargeable by, 428, 429.

CHARITABLE TRUSTS ACTS. *See* **CHARITY.**

- Sir Samuel Romilly's Act (52 G. 3, c. 101), 1098, 1099.
- adverse claims, Act not applicable in case of, 1098.
- appeal from order under, 1098.

References to the Forms are printed thus [456].

CHARITABLE TRUSTS ACTS—*continued.*Sir Samuel Romilly's Act—*continued.*

- apportioning charities under, [1085], 1099.
- costs of trustees under, 1098.
- inquiry as to charities and their apportionment under, [1085].
- jurisdiction of Court under, 1098.
- new trustees, appointment of, under, 1099.
- Parliament, applications to, authorized under, 1099.
- petition as to administration of charity under, 1098.
- sanction of Charity Commissioners when necessary, 1098.
- proceedings under, 1099.
- scheme settled by Court, alteration of, 1099.

Charitable Trusts Acts, 1853 to 1869...1105—1117.

- appeals under, 1112, 1115.
- apportionment of charities, 1114.
- certificate of incorporation under 35 & 36 Vict. c. 24...1115, 1116.
- chambers, proceedings, and orders in, 276, [1105—1110], 1111 *et seq.*
- "charity," within, what is, 1114.
- Charity Commissioners, 1110—1117. *See* CHARITY.
- "endowment," meaning of, 1113, 1114.
- jurisdiction under, 1110 *et seq.*
 - exemptions from, 1111—1114.
- leasing, &c. powers under, 1114, 1115.
- official trustee of charity lands, [1087, 1105], 1113.
 - of charitable funds, [1106—1108], 1113.
- orders in Chambers under, [1105—1110]. *See* CHARITY.
- pending matter under, what is, 1111.
- scheme under, 1087. *See* CHARITY.
- trustees and officers, appointment and removal of, 1099, [1105], 1114, 1115.
 - majority of, powers of, 1093, 1115.

CHARITY, CHAP. XLII., 1083—1148.

(1.) ADMINISTRATION AND MANAGEMENT OF CHARITIES,

- account of rents and profits of, [1083, 1085, 1118], 1120.
 - taking accounts against trustees, [1109], 1122.
- accumulations for benefit of, 1090.
- Allotments Extension Act, 1882...1103.
- almshouses, scheme for, directed, 1084.
- ambiguity and uncertainty, in cases of, 1090, 1091, 1093.
- appeal as to, 1112, 1115.
- appointment of new trustees of, [1085, 1087], 1099—1101, [1105].
 - chambers, in, 1100, [1105].
 - chapels, &c., of, under Trustee Appointment Acts, 1101.
 - number of trustees to be appointed, 1100.
- apportionment of charities, [1085], 1086, 1099, 1103, 1114.
 - of costs, [1088].
 - of increased rents, 1094, [1119], 1123.
 - of mixed funds, 1123.
- arbitration as to, 1114.
- Attorney-General, appearance or attendance of, 1090, 1095.
 - costs of, directed to be taxed, [1087], 1095.
 - notice of scheme to, [1084], 1095.
 - powers of, *ex officio*, 1111, 1112, 1120.

CHARITY—continued.

- (1.) **ADMINISTRATION AND MANAGEMENT OF CHARITIES—continued,**
 boundaries of lands of, ascertaining, 1120, 1573.
 breach of trust, setting aside leases, &c., 1117 *seq.*
 remedy for, under Sir S. Romilly's Act, 1098, 1099.
 removal of trustees, 1121, 1122.
 building leases of property of, 1120.
 chambers, attendances on settling of scheme in, 1095.
 proceedings and orders in, under Charitable Trusts Acts, 276,
 [1104—1110], 1110 *seq.*
 Chancery Division, jurisdiction of, 1089, 1099, 1112.
 Charity Commissioners, powers of, 1110—1117.
 accounts to be rendered to, 1109, 1122.
 Agricultural Holdings (England) Act, 1883, under, 1121.
 Allotments Extension Act, 1882, under, 1103, 1112.
 appointment and removal of trustees and officers, 1100, 1114,
 1115.
 apportionment of charities, 1086, 1099, 1103, 1114.
 Charitable Trustees Incorporation Act, under, 1115, 1116.
 Charitable Trusts Acts, under, 1110 *et seq.*
 exempted charities, powers extended to, 1113, 1115.
 City of London Parochial Charities Act, 1883, under, 1116.
 college ordered to render accounts to, [1109].
 costs, as to taxation of, 1104, 1114.
 endowed schools, as to, 1097.
 inquisitorial, as to endowments, &c., 1114.
 Lands Clauses Act, concurrence of, to conveyance or reinvest-
 ment under, 1098, 1111, 2010, 2016.
 Mortmain and Charitable Uses Acts, under, 1136, 1137, 1142.
 Municipal Corporations Acts, under, 1102.
 recovery of charity property, as to, 1116, 1117.
 Roman Catholic Charities, as to, 1103.
 Romilly's Act, under, 1098, 1099.
 sales, &c. of lands, as to, 1103, 1112, 1114, 1115.
 without consent of Commissioners, [1110], 1112 (*add.*).
 sanction of Commissioners to proceedings, when necessary, 613,
 1098, 1099, 1110—1112, (*add.*), 2010, 2016.
 schemes, to settle, 1092, 1094, 1102, 1113, 1115, 1116.
 Church of England, charities of, 1096, 1098, 1100, 1113.
 churches, &c., endowment of, [1084].
 churchwardens, service of scheme on, [1117].
 compromises, power to make, 1111, 1112.
 conveyances to trustees for, whether voluntary, 1138.
 copyholds of, leave to enfranchise given, [1088].
 vesting, in official trustee, [1105].
costs,
 apportionment of, [1088].
 Attorney-General, of, [1087], 1095, 1103, 1104, [1106].
 Crown, payment of costs to or by, [1089].
 interest on, 1104.
 mortgage, raised by, [1089].
 party and party, or solicitor and client, 1103, 1104.
 relator, of, extra costs allowed, 221, [1088, 1089], 1103, 1104.

CHARITY—*continued.*(1.) ADMINISTRATION AND MANAGEMENT OF CHARITIES—*continued.**costs—continued.*

- taxation of, directions for, 1086, [1087, 1109].
- trustees, of, under Sir S. Romilly's Act, 1098.
 - out of funds, when allowed, 1104.
- county councils, transfer of estates to, 1101.
- county courts, jurisdiction of, 1112.
- Crown, costs of, [1089], 1103.
 - jurisdiction how exercised as against, 1090.
 - visitorial powers of, 1092.
- ex-parte*, direction for scheme until gift available, [1126].
- execution of charitable trusts, 1090, 1091—1093.
- trusts, which Court will execute, 1090 *seq.*, 1140.
- uncertainty, &c. does not defeat gift, 1090, 1091, 1140.
- deeds, delivery up of, to new trustees, &c., [1106, 1118].
- definition of, under Charitable Trusts Acts, 1114.
- dissenters, charities of, 1084, 1096, 1100, 1102.
- election of improper objects of charity set aside, 1121.
- Endowed Schools Acts, under, 1096—1098.
- endowment of churches, scheme for, directed, [1084].
 - meaning of term "endowment," 1097, 1113, 1114, 1142.
- exchanges of charity property, 1112, 1114.
- friendly societies, 1091, 1113.
- hospital, meaning of term, 1092, 1121.
 - scheme providing for, 1084, 1095.
- improvements, allowances for, on setting aside leases, 1120.
- income tax, allowances in respect of, 1148.
- incorporation, certificate of, 1116, 1116.
- increased rents, apportionment of, 1094, [1119], 1123.
 - distinction between devise on condition and in trust, 1123, 1124.
 - when they belong to charity, 1123, 1124.
- information, informalities in, 1090, 1112.
- inquiry as to charity property, [1083, 1085, 1117].
 - in whom lands vested, and as to past and future management, [1084].
 - as to apportionment of parochial charities, [1085], 1086.
 - as to letting, [1083, 1085, 1117].
- investment of charity money, 201, 1089, 1122.
- Ireland, charities in, 1094, 1115.
- Jewish charities, 1102.
- jurisdiction of Chancery over charities, 1089.
 - as to appointment and removal of trustees, &c., 1114, 1115.
 - over visitors, trustees, and internal management, 1092.
 - under Charitable Trusts Acts, 1110 *et seq.*
- Lands Clauses Act, dealings under, with funds representing charity lands, 1098, 1111.
 - investment of money paid into Court, under, 1527.
 - leave to bid at sale on account of charity, 2022.
- leases, &c., by,—
 - adoption of new scheme as to, [1087].
 - allowed according to model form, 1120.
 - in reversion, 1121.

CHARITY—*continued*.(1.) ADMINISTRATION AND MANAGEMENT OF CHARITIES—*continued*.

leases, &c., by,—*continued*.

inquiry as to, [1083, 1085].

liability account, transfer to, with restraining order, [1106].

powers of trustees, 1115.

renewal of, when allowed, 1121.

setting aside leases, [1117—1119], 1120, 1121.

legacy and succession duty on charity property, 1093, 1094, 1148.

Limitations, Statutes of, application of, to charity leases, 1120.

Lord Chancellor, visitatorial jurisdiction of, 1092.

misapplication of funds, account in case of, 1120, 1122.

municipal corporations, trustees for, 1093, 1100, 1102, 1115, 1120, 1122.

museums, 1102.

official trustee of charitable lands, vesting property in, [1087, 1105], 1113.

transfer and payment of stock and cash to, [193, 1106—1108], 1113.

trustees of charitable funds, 1113.

Parliament, charity regulated by Act of, 1096.

parochial charities, apportionment of, [1085], 1086, 1114.

City of London, in, 1116.

payment of dividends to trustees of charity, [196].

payments and transfers in and out of Court, [1106—1108].

Peto's Act, 1101.

poor of parish, scheme for, 1084.

poor rates, liability to, 1148.

poor, relief of, charity for, 1095.

possession of lands, delivery of, ordered, [1118, 1119].

power, defective execution of, aided in favour of, 1089.

of Court over visitors and trustees, 1092.

public libraries, 1102, 1138.

recovery of property of, proceedings as to, 1116, 1117.

inquiry as to, [1117, 1118].

relator, costs of, 221, [1088, 1089].

removal of trustees, [1105], 1115, 1121, 1122.

repair of church, charity held by churchwardens for, not apportioned, 1086.

restraining order on funds of, [1106].

Roman Catholic charities, 1093, 1102, 1103.

Romilly's, Sir Samuel, Act (52 G. 3, c. 101), 1098, 1099. *See*

CHARITABLE TRUSTS ACTS.

sale of lands of, 1089, 1103, [1110], 1111.

inquiry as to, 1118.

scheme, adjourning petition to chambers, 1095.

adopted when filed [1086].

scheme scheduled to order or certificate [1086, 1087].

alteration of, 1096.

Charity Commissioners, by, 1094, 1102, 1113.

provisions inserted in, 1092, 1095.

directed by order, [1083—1085], 1106, 1126, 1133.

new scheme as to letting lands adopted, [1087].

CHARITY—continued.

(1.) ADMINISTRATION AND MANAGEMENT OF CHARITIES—continued.

scheme—continued.

- payment without, when directed, 1094.
 - public worship, for places of, 1115.
 - school, for, 1096.
 - "vested interest," affecting, 1098, 1116.
 - school, endowed, 1096—1098.
 - inquiries as to income and management of lands of, [1117].
 - religious instruction, 1097.
 - scheme for, directed, 1084, 1095, 1096, 1119.
 - transfer of, to school board, 1097, 1100, 1121.
 - Scotland, application to Court in, 1095.
 - securities, leave to deposit, [1106].
 - setting aside improper leases and conveyances, [1117—1119], 1120, 1121.
 - improper elections, 1121.
 - stock, leave to transfer, [1106, 1107].
 - orders for transfer to and by official trustee, [1107].
 - succession duty on property of, 1093, 1094, 1148.
 - superstitious bequest, executed *ex-parte*, 1092.
 - trust deed for, rectification of, 1084.
 - Trustee Acts, appointment of new trustees of charities under, 1099.
 - vesting charity property under, 1102.
 - Trustee Appointment Acts, provisions of, 1101.
 - Trustee Relief Act, charity trustees may pay money into Court under, 1013.
 - trustees, accounts against, and allowances to, [1106], 1122.
 - appointment of new, [1085, 1087], 1099—1101, [1105].
 - in chambers, 1100.
 - costs of, 1104.
 - discretion of, not interfered with, 1092.
 - incorporation of, 1115, 1116.
 - payment of dividends to, [1107].
 - power of majority of, 1092, 1093, 1115.
 - removal of, [1105], 1115.
 - uncertainty and ambiguity, in cases of, 1090, 1091, 1093, 1140.
 - universities, exemption of, from Charitable Trusts Acts, 1113.
 - powers of, to sell, &c., 1102.
 - usage, evidence of, in construing charitable trusts, 1093.
 - vesting charity property, 1102, 1106, 1114.
 - in official trustee, [1087, 1105], 1106.
 - visitorial jurisdiction of Court, 1092.
 - voluntary contributions, charities supported by, 1090, 1113, 1122.
- (2.) GIFTS TO CHARITIES BY DEED OR WILL, 1124—1148.
- abatement of legacies, [1139], 1147.
 - accounts of personalty, distinguishing pure from mixed, [1129, 1130], 1135, 1136.
 - apportionment of debts, costs, &c., between pure and mixed personalty, [1126, 1130], 1133, 1134, 1147, [1289].
 - mode of apportionment, 1147, 1148.
 - of legacies between realty and mixed and pure personalty, [1126, 1130], 1133, 1134, 1147.

CHARITY—*continued*.(2.) GIFTS TO CHARITIES BY DEED OR WILL—*continued*.

- bells and belfry of new church, gift for, partly void, [1125].
- building, bequest for, when land given, [1126], 1142.
- canal shares, 1134.
- champerty, 1141.
- charity, what is, within Mortmain Acts, 1139.
 - friendly society, 1091.
- churches, gifts for, 1136, 1142, 1146.
- convent, whether charity, 1139, 1140.
- corporation, property of, 1139, 1140.
- costs, apportionment of, [1126, 1130], 1133, 1134, 1147.
 - out of estate, 1147, 1148.
- covenant to invest in lands, validity of, 1138.
- ex-press*, execution of, 1090—1093, [1126], 1140.
- debentures, whether impure personalty, 1144.
- declarations of construction of will containing charitable gifts, [1130].
 - that gifts are void, [1124—1126, 1128].
 - pro tanto*, [1124, 1133, 1134].
- discretionary gift to trustees for, 1141.
- exoneration of pure personalty, [1134].
- failure of, not permitted, 1091, 1092, [1126].
- gifts *inter vivos* to charities, validity of, 1137, 1138.
- grant to charity declared void, [1128].
- illegality of purpose, 1141.
- injunction to restrain illegal application of property, 1141.
- inquiry whether testator executed enrolled deed, [1126].
 - as to existence of charities, [1130].
 - as to expenses of trustees of deed, [1127].
 - as to land available for gift, [1130].
 - as to pure and impure personalty, [1127, 1129].
- inrolment of deed, costs of action to set aside deed void for want of, 1148.
 - order for, after proper time, [1129].
 - when necessary, 1136, 1137, 1138.
- interest computed on proportion of costs, debts, &c., which ought to have been paid out of freeholds, [1131].
- "interest in land," what is, within Mortmain Acts, 1143—1145.
- Ireland, land in, not within Mortmain Acts, 1143, 1145.
- land abroad, applicable, 1144, 1145.
- land, definition of, under Mortmain and Charitable Uses Acts, 1137, 1138, 1145.
- land devised to, directed to be sold, [1125], 1137.
- land, extension of time for sale of, [1135], 1137.
- land in city of London, devisable in mortmain, 1146.
- land, purchase of, gifts involving, 1142, 1143.
 - what charities may take, by devise, 1145, 1146.
- land, retention of, authorized, where required for actual occupation, [1135], 1137.
- lapse, failing by, 1091, [1131].
- legacies, apportionment of, between realty and mixed and pure personalty, [1126, 1130], 1133, 1134, 1147.
 - declared void *pro tanto*, [1124, 1133, 1134].

CHARITY—continued.**(2.) GIFTS TO CHARITIES BY DEED OR WILL—continued.**

- legacy duty payable in respect of, 1093, 1094.
- legacy to, applied *cy-pris*, 1091, [1126].
- Limitations, Statute of, application of, 1138.
- local authority, assurance of land to, 1137.
- marshalling assets, where directed by testator, [1134, 1135], 1146, 1147.
- not by Court in favour of charities, 1146.
- mining shares, not an interest in land, [1133], 1145.
- money secured by mortgage, 1143.
- mortgages, what, are impure personality, 1143, 1144.
- distinction between the cases as to, 1144.
- Mortmain, Statute of, 1136.
- exemptions from, 1136.
- Mortmain and Charitable Uses Act, 1888..1124, 1136—1138.
- provisions of, 1136—1138.
- Mortmain and Charitable Uses Act, 1891..1125, 1135, 1136, 1138, 1143.
- provisions of, 1137, 1138, 1145.
- retrospective effect of, 1145 (*add.*).
- "parishioners," who are, 1121, 1140.
- poor, gifts for benefit of, 1084, 1095, 1139.
- public benefit, validity of gifts for, 1139.
- public libraries, 1138.
- under particular statutes, 1136—1138, 1145, 1146.
- pure and impure personality, direction to distinguish, [1129, 1130], 1135, 1136.
- "pure personality," meaning of, land abroad, 1124, 1144, 1145.
- direction for payment of legacies out of, 1147.
- railway debenture stock is pure personality, 1144.
- religious purposes, gift for, 1140 (*add.*).
- remoteness of gift, 1140, 1156.
- rent, arrears of, applicable for charity, 1145.
- residuary gift declared void, [1130, 1133], 1134.
- school, for, 1092, 1136, 1137.
- secret trusts for, gift declared void, [1126].
- enforcement of, 1136, 1141.
- shares in companies, &c., what are applicable, 1144, 1145.
- succession and legacy duties on charitable bequests, 1093, 1094, 1148.
- superstitious uses, 1092, 1141.
- trust deed established, [1126].
- uncertainty, 1090, 1091, 1093, 1140, 1141.
- validity of gifts by deed, 1137, 1138.
- by will, 1137, 1143—1146.
- voluntary conveyance, avoidance of, 1138.

CHARITY COMMISSIONERS, 1110—1117. *See* CHARITABLE TRUSTS ACTS;
CHARITY.

CHARTERPARTY,

- breach of, restrained, [614], 615.
- not specifically enforced, 615.
- stamp on, 141.

CHATTELS,

- acquired after mortgage, foreclosure of, [1661], 1681, 1682.
- assurance of, within Bills of Sale Acts, 1670 *seq.*
- comprised in settlement, inquiry as to, [956].
- conversion of, trustee may sue for, 964.
- delivery of, enforced by writ of assistance, [376].
 - to tenant for life, [1476, 1477].
- Factors Acts, pledges under, 1665—1668.
- foreclosure and redemption of, [1659—1662], 1662—1664.
- receiver of, [636], 674.
- Settled Land Act, sale under, [1519, 1520], 1522, 1523.
- specific performance of contracts as to, 1835.

CHEMICAL WORKS,

- injunction against, 520, 525.

CHEQUE,

- injunction against drawing, [588].
- not an assignment of a chose in action, 439.
- order to stay payment of, [419, 425].

CHIEF CLERK. *See* CHAMBERS; JUDGE; SUMMONS IN CHAMBERS.

- certificate of, 285—287. *See* CERTIFICATE OF CHIEF CLERK.
- deed, nominated to execute, [375].
- powers of, 1198.
 - examination of witnesses, should not in general take, 99, 278.

CHILDREN,

- advances to, [1459], 1464, 1465. *See* ADVANCEMENT.
- appointment to, under power, set aside as fraudulent, [1466], 1467, 1468.
 - what appointments are fraudulent, 1467, 1468.
- birth of, evidence of, 137.
- custody of, [877—883], 884—888. *See* INFANT.
- defective execution of power aided in favour of, [1465], 1469.
- election by, judgment for, [1339]. *And see* ELECTION.
- equity to have agreement for settlement enforced extends to, 1425.
- family arrangements between parent and child, 1431, 1432. *See* FAMILY ARRANGEMENT.
- illegitimate, gift to, 1325, 1326.
- inquiries as to, of testator, [1321, 1322].
 - costs of, 1328, 1329.
 - of legatee, [1322, 1323].
 - of marriage, [1454, 1455].
- issues as to, [330, 331].
- legacies and bequests to, 1325, 1326.
 - ademption of, by advances, [1347], 1351, 1352, 1462, 1463.
 - duty payable on, 205, 206.
 - interest on, payable from death, 1264.
- marriage consideration, what children within, 1426.
- post-nuptial settlement for, when voluntary, 1426, 1427, 1432.
- probability of future, presumption as to, 1392.
- recognizance or undertaking to refund on birth of, [1390].
- settlement, mother's right to, for herself and children, 793—805. *See* MARRIED WOMEN, equity to a settlement.
- undue influence of parent, setting aside transactions in case of, [1942], 1946.
- voluntary, by child or parent, when set aside, 1431.

CHOSE IN ACTION,

- assignment of, 439, 1663, 1664.
- Bills of Sale Acts, under, 1671.
- cheque, not an assignment, 439.
- domicile, regulated by law of, 1337.
- interpleader as to, 439, 441.
- married woman, of, 790, 800, 803. *See* **MARRIED WOMAN.**
- notice of assignment, effect of, 428, 433, 439, 1663.
- priority of incumbrancers, notice, 1663, 1664, 1747, 1749—1751. *See* **MORTGAGE.**
- sequestration of, 396.
- set-off, assignee takes subject to rights of, 1162, 1163.
- vesting orders as to, under Trustee Acts, [1035, 1036, 1039], 1050, 1051, [1070].

CHURCH,

- alteration of, restrained, [477], 482.
- account against contractor for, 1150.
- gifts for, 1136, 1142, 1146.
- injury to support of, restrained, [496].
- property, inquiry as to, [1117].
- scheme for application of funds for endowment of, [1084].

CHURCH BUILDING ACTS. *And see* CHARITABLE TRUSTS ACTS.

- apportionment of charities, and scheme, 1085, 1086.
- orders for, now made by Charity Commissioners, 1099, 1103, 1114.
- costs to be taxed and raised by mortgage, 1086.
- inquiry as to apportionment of charitable gifts, [1065].

CHURCH OF ENGLAND,

- charities of, 1096, 1098, 1100, 1113.

CHURCHWARDEN,

- charity held by, for repair of church, not apportionable, 1086.
- service of charity proceedings on, [1117].

CHURCHYARD,

- disturbance of, restrained, 473, [476], 482, 483, [485].
- trespass on, restrained, [485].
- way into, restoration of, not compelled by injunction in Chancery Division, 482, 483.

CLAIM,

- order barring, in interpleader proceedings, [437], 443, [446].

CLAIMS UNDER JUDGMENT, 1214—1225. *See* CREDITOR'S ACTION.**CLANDESTINE MORTGAGES, 1699.****CLASS,**

- appeal by dissentient member of, 108, 727.
- gifts to, 1324 *et seq.*
- inquiries as to, [1321—1323, 1324].
- costs of, 1328, 1329.
- when necessary, 1329.
- remoteness, gift to, when void for, 1356.
- representation of, by person appointed by Court, [107], 108, 109, [281], 283, 1271, 1325.

CLASSIFICATION ORDER, [107], 108, 109, [231], 1262.
costs subsequent to, [216].

CLAY,

"mineral," is, 501.

right to work, from surface, as against railway company, 497 (*add.*), 502 (*add.*).

CLERGYMAN,

inquiry whether estate liable for stipend of, [1292].

institution of, to rectory, form of entering, [128].

restrained from officiating or obtaining induction, [611].

CLERICAL MISTAKES,

in judgments or orders, correction of, 167, 168.

CLERK OF RECORDS AND WRITS,

deposit of documents with, [47, 48].

delivery out of documents, orders for, [86].

CLERKS OF BARRISTERS,

fees to, 259, 261.

CLOSING OF BANK BOOKS, 183.

CLUB,

injunction against interference with enjoyment of, [591], 593.

injunction against noise caused by, [522].

COAL. *See* INJUNCTION; MINERALS.

gotten, accounts of value of, [474], 475, [495—497], 499, 500, 503, 504, 1157.
landing rents for, 1151.

injunction against removing pillars of, [496].

against using way for removing, [496].

inquiries as to, distinguishing when gotten, [474].

seam of, declaration as to rents of, 475.

CO-DEFENDANTS,

accounts between, 1153.

costs, payment of, as between, 222.

declaring rights or deciding questions as between, 144.

practice as to, altered by Judicature Act, 144.

production of documents as between, 66.

service on, out of jurisdiction, 19 (*add.*).

COHABITATION,

bond or covenant in consideration of, when void, [1962], 1963.

COLLATERAL PURPOSE,

undertaking not to use letters for, [52], 67.

COLLATERAL SECURITIES,

enforcement of, by mortgagee, 1294, 1583, 1658.

surety entitled to benefit of, 1782.

COLLEGE,

declared trustee, [1119].

exempted from Charitable Trusts Acts, 1113.

ordered to render accounts of charity, [1109].

COLLIERY,

- ascertaining boundaries of, 1573.
- decree for dissolution of partnership in, 1802.
- flooding of, injunction to prevent, 462.
- foreclosure of charge on shares in, [1697].
- misrepresentation as to, abatement for, in specific performance action, [1878].
- receiver and manager of, appointed, [643, 644, 645], 660, 663.
- valuation of, 1241, 1421.

COLONY,

- ascertaining boundaries of land in, 1574.
- foreclosure of land in, 1581.
- partition of land in, [1563].
- payment to *non compos* resident in, 200.
- question as to colonial law, sent to colonial Court under 22 & 23 V. c. 63.. 715.
- receiver of land in, appointed, [681], 682.
- stay of proceedings in, 626.
- will made in, evidence of, 134.

COMMENTS ON PENDING PROCEEDINGS,

- contempt of Court by, [405], 407.
- injunctions to restrain, [587], 588.

COMMISSION,

- boundaries, to ascertain, [1571, 1572], 1573. *See* BOUNDARIES.
- dower, to assign, [806], 808.
- married woman, to examine, [784, 785], 789. *See* MARRIED WOMAN.
- officer in army, of, charge on, 1663, 1664.
- partition, to effect, [1561, 1562], 1568, 1569. *See* PARTITION.
- production of *cestui que vie*, for, [1495], 1496.
- sequestration, of, 394, 395. *See* SEQUESTRATION.
- witnesses, to examine, 95, 96.

COMMISSION (PAYMENT BY WAY OF),

- allowance of, to agent, [1167], 1172, 1173.
- director, received by, [1939], 1941.
- finding a purchaser, for, 1173.
- improper, receipt of, by agent, [1940], 1941.
- mortgagee, to, for trouble, 1598, 1632, 1639, 1640.
- solicitor mortgagee must not charge, 945, 1639.

COMMISSION AGENT,

- account against, 1171.
- dissolution of partnership of, 1801.

COMMISSIONERS FOR REDUCTION OF NATIONAL DEBT. *And see* NATIONAL DEBT ACT.

- fractional parts of a pound not noticed by, 1372.
- transfer of stock to account of, [1372].
 - appeal from order as to, 406.
 - of stock to second claimant by, [2087].
- vesting order of right to call for cash carried over to, [1075].

COMMISSIONERS OF INLAND REVENUE,

leave to apply to, for return of duty, [1228].

COMMISSIONERS TO ADMINISTER OATHS,

appointment and powers of, 95, 96.

in foreign countries, 98.

in Isle of Man and Channel Isles, 98.

in Scotland and Ireland, 98.

struck off roll of solicitors, affidavit sworn before, 951 (*add.*).

COMMITTAL. See ATTACHMENT: CONTEMPT OF COURT; DEBTORS ACT.

attachment, distinguished from, 407 (*add.*).

breach of injunction, for, [631], 632, 633.

contempt of Court, for, 404, 411. *See CONTEMPT OF COURT.*

County Court, jurisdiction of, 458.

interference with receiver, for, [404], 657, 670.

by sheriff, 657.

Irish Court, to enforce judgment of, 170.

judgment or order, for disobedience to, 370, 371, 384.

marriage of ward without consent, for, 895.

married woman, judgment against, enforceable by, 754.

misconduct towards ward, for, [898].

non-payment of costs, for, [389].

orders for, for special contempts of Court, [404—408].

appeals from, 722, 723, 726.

peer or privileged person, of, 406.

sequestrators abusing powers, of, 399.

sheriff, of, for not returning writ, [389].

six weeks, for, under Debtors Act, 388.

COMMITTEE OF LUNATIC. See LUNATIC.**COMMONABLE RIGHTS, 514—518.**

improvement by lord, *onus probandi*, 517.

Commons Act, 1876..518.

compulsory purchase of common land, 2027—2029.

discovery in action as to, 75.

extinction of, on enfranchisement of customary freeholds, 518 (*add.*).

interference with, restrained, [514—516], 516—518.

parties to and frame of action, 516, 517.

waste lands of forest, establishing rights over, and restraining inclosure, [514].

COMMON LAW PROCEDURE ACTS,

provisions of, as to arbitration, superseded by Arbitration Act, 1889..352, 353.

COMPANIES ACTS. See COMPANY; REDUCTION OF CAPITAL; WINDING-UP.**COMPANY,**

accounts of, mode of keeping, 605 (*add.*).

affidavit on behalf of, [48], 63, 441.

borrowing powers of, 1691.

capital of, definition of, 2069.

compulsory powers, exercise of, restrained, [595], 596, 597, 603—605.

contempt by, 372, 394. *See SEQUESTRATION.*

COMPANY—*continued.*

- contracts binding on, 607, 608.
- costs, security for, given by, 27, 29, 740, 741.
- creditor's action by, 1199.
- debentures, accounts and inquiries in reference to, [1684, 1685]. *See*
- DEBENTURES.
- declarations of rights of holders of, [1685, 1687].
- priority of, [1687], 1691, 1692.
- deed of settlement of, alteration of, [2073], 2073.
- delay by, in suing, 1938.
- directors of, liability to account, 606, 968, 969, 1934.
 - exclusion of, from meetings, restrained, 599, 608.
 - meeting at unusual date, restrained from holding, [601], 608.
 - misfeasance by, 606, 969, 1941, 1942.
 - misstatement in prospectus, liability for, 1934.
 - order against, personally, to refund, 605.
 - qualification, directors receiving, from promoters, 1941.
 - removal of, 607, 608.
 - remuneration of, Court will not interfere as to, 607.
 - secret profits by, ordered to be refunded, 1939.
 - specific performance against, of contracts in breach of trust, 1846.
- discovery by, 59, 63, 73 (*add.*).
- dividends, payment of, out of capital, restrained, [598], 605.
 - or otherwise improperly, 605.
- foreign, added as respondents without security, 28 (*add.*).
- garnishee order on debts due to, 435.
- general meeting at unusual time restrained, [601], 608.
- illegal contracts by, 606.
- injunctions against, [593—601], 601—610.
 - breach of, by company, 633.
 - enforced by sequestration, [631, 632].
 - interlocutory injunction barred by delay, 605.
- interrogatories, delivery of, to, 59.
- Irish winding-up, order in, made order of English Court, [173].
- lien of solicitors of, 922, 923.
- lien on shares, right of shareholder to require transfer of, 1604 (*add.*), [1706] (*add.*).
- Lloyd's bonds, rights of holders of, [1688], 1693.
- management, internal, not interfered with, 602, 607.
- meetings, improper, restrained by injunction, 599, [601], 608.
- memorandum of association, alteration of, under Companies (Memorandum of Association) Act, 1890.. [2072, 2073], 2074—2076.
- misapplication of funds by, 605—607.
- mortgages by, [1684—1689], 1690—1693.
- name of, alteration of, where memorandum of association altered by Court, [2073], 2075, 2076.
- registration of, 546.
- use of, by directors, restrained, 608.
 - by single shareholder suing, 602.
- user of, and property in, when protected by injunction, 546.
- Parliament, application to, by company, when restrained, 603.
- distinction between restraining appropriation of funds and directors personally, 603.

COMPANY—*continued.*

- production of books by officer of, [48], 63.
- documents by, 59, 63.
- profits made by, ascertainment of, 605 (*add.*).
- promoters, misrepresentation and concealment by, [1935], 1937, 1938.
- promotion of, debts incurred in, postponed under Abandonment of Railways Acts, 2061.
- prospectus, misrepresentation in, relief in respect of, [1932], 1933—1935.
- provisions of 30 & 31 V. c. 31, and 53 & 54 V. c. 64, as to, 1934, 1938.
- railway, 2005—2047. *See* RAILWAY COMPANY.
- receiver appointed for debenture holders, [648], 649, 656, 663. *See* RECEIVER.
- for mortgagee, 663.
- reduction of capital of, 2064—2072. *See* REDUCTION OF CAPITAL.
- registration of, with similar name, 546.
- security for costs, when required from, 27, 29, 740, 741.
- set-off by, and against, 1161, 1162.
- shareholder, relief against *ultra vires* acts, may obtain, 602.
- voting powers of, 602.
- shares, agreements as to, enforcement of, 1835, 1836, [1893], 1894.
- judgment for specific performance after winding-up of company, 1894.
- rectification of register, when proper remedy, 1894.
- charging order on, [425].
- forfeiture of, improper, restrained, [599].
- fraudulent transfer of, set aside, &c., 1917, [1918].
- liability of company in respect of, 1920, 1921.
- issue of, at discount, illegal, 605.
- preference, restrained, [598], 605.
- to pay dividends, restrained, [598], 605.
- misrepresentation, avoidance of contract to take shares induced by, 1932—1934.
- payment for, in cash, 1162.
- purchase of own shares by company, 605, 2068.
- Stock Exchange, rights and liabilities under custom of, 1964—1971.
- See* STOCK EXCHANGE.
- transfer to be registered, purchase-money having been paid, [1893].
- solicitor, not officer of, for purposes of discovery, 77, 944.
- lien on documents, 922, 923.
- specific performance against, 1846.
- statutory powers, must keep strictly within, 601.
- suit by, when company proper plaintiff, 602.
- transfer of business and assets by, restrained, [601], 607.
- transfer of stock by, restrained, [617, 618], 619.
- trespass by, restrained, 484.
- ultra vires* acts of, restrained, [595], 596, 602, 606.
- fraudulent, against minority, 602.
- undertaking as to damages by, 455, 594.
- winding-up order, actions stayed or transferred after, 703, 704. *And see* WINDING-UP.
- winding-up, petition for, by creditor whose debt disputed, 602.
- withdrawal of members, validity of provisions as to, 2068.

COMPENSATION,

- assessment of, by Court where statutory tribunal non-existent, 504 (*add.*).
- boundaries, in action to ascertain, [1571, 1573].
- Copyhold Acts, on enfranchisement under, [2077, 2078], 2079, 2080. *See* COPYHOLD ACTS.
- Defence Acts, under, [2081], 2082, 2083.
- election, in cases of, [1340, 1341], 1342, 1343.
- Lands Clauses Act, under, 2005—2008. *See* LANDS CLAUSES ACT.
- minerals wrongfully worked, for, 504.
- purchaser, to, allowed by Court, [300], 308.
- specific performance action, in, for defective title or parcels, [1877, 1878], 1879—1881.
- tenant for life, to, on purchase of reversion of leaseholds, [1455]. *See* TENANT FOR LIFE.

COMPOSITION DEED,

- enforcement of, against surety, 1785.
- surety joining in, reservation of rights of, 1782.
- validity of, 1957.

COMPOUND INTEREST, [955, 964], 988. *And see* INTEREST.**COMPROMISE,**

- approval of, application in chambers for, 276.
- composition of debt, executor empowered to make, [1317, 1318], 1320.
- debenture holders, power of majority of, 1708 (*add.*).
- divorce proceedings, of, 113.
- documents relating to, production of, 68.
- enforcement of, 113, 1837, 1897, 1898.
- executor, by, [1317, 1318], 1320.
- husband and wife, between, upheld, 1431.
- infants, on behalf of, when sanctioned, 112, 833, 834.
- inquiry as to, [1317].
- married woman, order for examination of, as to, 786.
- misdeemeanour, compromise of prosecution for, 469.
- mistake, setting aside on ground of, 1913, 1914.
- motion, enforced on, 345.
- sanctioned, [1008].
- solicitor or counsel, authority of, to bind client by, 916, 943.
- solicitor's lien, how affected by, 113, 934.
- specific performance of, 1837, [1897], 1898.
- stay of proceedings on terms of, 111, 1898.
- trustee in bankruptcy empowered to make, 113.
- trustees, making, must show benefit of, 960.
- trustees obtaining judicial opinion as to, 1006.
- winding-up of company, in, 113.
- with third parties, production of, 68.

COMPTROLLER-GENERAL,

- patents and trade marks, of, functions of, 1980—1983, 1988.

COMPULSORY POWERS,

- exercise of, restrained, [595], 596, 597, 603—605. *And see* LANDS CLAUSES ACT; RAILWAY COMPANY.

CONCEALMENT. *See* FRAUD.

CONCURRENT ACTIONS, 700—706. *See* CONSOLIDATION OF ACTIONS.
infants, on behalf of, [822, 823], 825.

CONDITION,

precedent, enforcement of agreement subject to, 1841, 1846, 1847.
re-entry, of, forfeiture of lease under, 1976—1978.

CONDITIONAL CONTRACT,

confirmation of, by Court, [866, 1515, 1516], 1521, 1523.
residence, condition as to, effect of, 1508, 1510.
sale for, 290. *See* SALE BY THE COURT.

CONDITIONAL GIFTS, 1354, 1355.

condition against alienation, 1355.
forfeiture of gift declared, [1350].
ignorance of condition no excuse, 1354.
illegal obligation, legacy declared free from, [1345].

CONDITIONS OF SALE, 1844, 1847, 1848, 1854—1857. *See* VENDOR AND
PURCHASER.

injunction against sale under depreciatory, [623].
sale by the Court, on, 292, 294.

CONDUCT,

election by, 1344.

CONDUCT (OF ACTION OR PROCEEDINGS),

administration action, of, [1278], 1279, 1280, 1320.
costs of party deprived of, 282, 1279.
creditor's action, of, 1190.
discretion of judge as to giving, 282.
given to creditor, 1278.
to next friend in other action, 823, 825.
to plaintiff in prior action, [281].
receiver, not given to, 659.
where actions consolidated or removed, [701], 705, 706, [707].

CONDUCT OF SALE,

discretion of Court as to giving, 292, 294, 295.

CONFERENCES,

allowance of, on taxation, 259.

CONFESSION OF DEFENCE, 142, [146], 157.

CONFIDENCE,

breach of, restrained by injunction, 585.

CONFIDENTIAL AGENT, [1166], 1170. *See* AGENT.

CONFIDENTIAL COMMUNICATIONS, 78, 80—82. *See* DISCOVERY.

CONFIRMATION OF SALES ACT,

application under, 1471, 1472.
service of, 1472.
orders under, empowering trustee or mortgagee to sell or reserve minerals,
[1470, 1471].
retrospective operation of Act, 1471.

References to the Forms are printed thus [456].

CONSENT, Chap. X., 111—113.

- counter-claim dismissed by, [114].
- evidence, consent to take, by affidavit, 91, 92, 824.
- further issue directed by, 322.
- incumbrancers, of, to sale by Court, 295, 296.
- infant, on behalf of, 92, 824, 834, [841].
- interim receiver and manager appointed by, [636].
- interpleader action, to adjudication of claims in, [437].
- judgment or order by, form and effect of, [111], 112, 113.
 - consent, statement of, position of, in order, 4.
 - is *prima facie* binding, 111.
 - but *secus* where fraud, collusion, &c., 112.
 - when and how set aside, 112.
- marriage of infant, guardian appointed to consent to, [842].
- marriage of ward of Court, to, [891—893], 900. *See* WARD OF COURT.
- married woman, by, to breach of trust, 979, 980, 981.
 - to payment out to husband, [783—786], 788. *See* MARRIED WOMAN.
- motion, to treat, as trial, [453, 540 (*add.*)].
- next friend not to be added without, in writing, 42.
- President of Division, of, to transfer of cause, [696], 698.
- proceedings, to be bound by, [437].
- recital of, in judgment or order, 4, [111], 112, 113.
- signing registrar's book, [882, 899].
- solicitor or counsel, by, binding on client, 112, 916.
- trial, to be bound by result of, 556.
- withdrawal of, before judgment entered, 112.
- without prejudice to right of appeal, [437].

CONSIGNEE,

- account against, 1171.
- appointment of, of colonial estate, *ad interim*, [683].
- direction to manager to remit to, [682].
- of West Indian property, lien of, 684, 685.

CONSIGNMENTS,

- appropriation of, to meet bills of exchange, [1971], 1972, 1973.

CONSISTORY COURT,

- order for prohibition to, [689].

CONSOLIDATION (OF ACTIONS), 700—706. *And see* TRANSFER OF ACTION.

- administration actions, of, 704, 705.
 - conduct of proceedings, to whom given, 705, 706.
 - where one action in Palatine Court, 705, 706.
 - which action allowed to proceed, 705.
- bill of sale, by grantee under, 1675.
- branches of Courts, actions in different, 703, 704.
- carriage of judgment given to plaintiff in first action, 701.
- costs of, [700, 701], 704.
- creditors' actions, of, [700].
 - order to stay one with leave to prove in the other, [700, 701].
 - practice as to consolidation of, 705.
- defendants added by amendment, [41].
- directions as to trial, [702].

CONSOLIDATION (OF ACTIONS)—*continued*.

- infants, concurrent actions on behalf of, 705, [832, 833], 825.
- Mayor's Court, on removal from, [707].
- motions for stay and for judgment, additional inquiry directed on, [703].
- patent actions, of, 557, 706.

CONSOLIDATION OF MORTGAGES, [1734—1736], 1737, 1738. *See* MORTGAGE.

CONSOLS,

- closing bank books, 183.
- investment in, 201. *See* INVESTMENT.

CONSTRUCTIVE NOTICE, 1749—1571.

- solicitor, through, 916, 918, 961, 1750.

CONSTRUCTIVE PAYMENT. *See* APPROPRIATION.

CONSTRUCTIVE TRUST. *See* TRUST; TRUSTEE.

CONSUL,

- affidavit sworn before, abroad, 58.

CONSULTATIONS,

- allowance for, on taxation, 259.

CONSUMABLE ARTICLES,

- right to, 1414.

CONTEMPT OF COURT,

- advertisement for evidence, by, 407.
- apology of contemnor, condonement of contempt, [406, 412], 587.
- appeal, none where contempt of "criminal" nature, 407.
- assaulting judge, by, 406.
- attachment or committal for, orders and practice as to, 381—388. *And see* ATTACHMENT.
- attendance compelled by process of, 278.
- bankruptcy of contemnor, process how affected by, 378, 379, 409.
- breach of injunction, by, 406, 631—634.
- comments on pending proceedings, by, [405], 407, [587], 588.
- company or corporation, by, 372, 394. *See* SEQUESTRATION.
- condoning, [631].
- costs, as between solicitor and client, contemnor, when ordered to pay, 406, 407 (*add.*).
- counsel, by, conniving at fraud on the Court, 408.
- discharge of, [411—414], 414—416.
- disobedience to judge, by, 408.
- fine, contemnor ordered to pay, 406, 407.
- form of order for, 407.
- infant, refusal to deliver custody of, 406.
- Irish Court, of, process of attachment and committal, 170.
- letters, contemptuous, to judge, or threatening, 406, 407, 408.
- libel, action for, effect of, 408.
- marriage of ward without consent, by, 415, 900.
- committal for, [896], 897.
- discharge of contemnors, [896, 899], 901, 902.
- ignorance no excuse, 900.
- inquiry as to abettors, 897.

CONTEMPT OF COURT—continued.

- newspaper articles, by publication of, [405], 407, [537], 588.
- non-payment of taxed costs, [269].
- notice of motion for attachment, 384.
- official referee cannot commit for, 366.
- perjury, committals for trial for, [408, 410], 411.
- privilege from arrest for, 408.
- production of documents, enforced by attachment, [54], 85.
- public meetings, by addresses to, 407.
- receiver, interference with, [404], 657, 658.
 - attornment to, enforced, 674.
- scienter*, necessity of proving, 408.
- sequestration, process by, 392—404. *See SEQUESTRATION.*
- sequestrators, obstructing, 399.
- sheriff, by, failing to make return to writ, 370, [389], 390.
- slander of title of receiver, by, 407.
- special contempts, orders and practice as to, 404—411.
- threatening letters, by, 406, 407.
- tipstaff, in absence of, usher appointed, [410].
- violence and abusive language to person serving process, committal of defendant and abettor for, [405], 407, 408.
- warrant for committal, form of, 408.

CONTINGENT LIABILITY,

- inquiry as to setting apart sum to meet, [1281], 1284, 1396.
- sum set apart to meet contingent legacy, [1411], 1420.
- sum set aside in administration action to meet, [1281], 1283, 1284.
- transfer out on giving security against, [1280].

CONTINGENT REMAINDER, 1354, 1356.**CONTINGENT RIGHT,**

- maintenance of infant having, [849], 855, 858.
- person having, is beneficially interested under Trustee Act, s. 37..1054.
- releasing or disposing of, under Trustee Acts, [1025—1027], 1042, 1045, [1059, 1061]. *See TRUSTEE ACTS.*

CONTINUING,

- account, 1158, [1230].
- injunction, [627].
- partnership, 1797—1799, 1809.
- proceedings, 101—106. *See CARRYING ON PROCEEDINGS.*
- receiver, 317, 637, 638.
- stop order, [418].

CONTRACT,

- account in action by contractor for works, [1149—1151].
- conditional, to be carried into effect, [290, 296].
- conversion and reconversion by, 1306—1309.
- failure of consideration, return of money subscribed for purpose which fails, 1915.
- husband and wife, between, 777, 778.
- illegal, not enforced, 469.
- infant's, adoption and ratification of, [832, 833], 866. *See INFANT.*

CONTRACT—continued.

- injunction against breach of, [463—465], 466—471.
 - assigning without licence, by, [465].
 - delay and acquiescence, effect of, 466.
 - farming contracts, removal of hay or straw, [465], 466, 470.
 - negative term, implication of, as to acts inconsistent with contract, 467.
 - principles on which granted, 466.
 - amount of damages less regarded than in other cases, 466.
 - as also balance of convenience, 466.
 - publican and brewer, between, [465].
 - railway, by, working in breach of agreement, [597]. *And see RAILWAY COMPANY.*
 - restrictive covenants, enforcing, 469, 470.
 - separation deed, enforcing covenants in, 469.
 - specific performance, where contract incapable of, 467, 1836.
 - where stipulations separable, 467, 468.
 - statutory provisions enforced by, 466.
 - trade, by carrying on, within certain limits, 463, [464], 467, 468.
- injunction against entering into, as partner, [588].
- inquiries as to testator's or intestate's, in administration actions, [1281, 1302—1304].
 - testator's executors, by, since his decease, [1304].
- issue as to damages for delay, [333].
 - for preventing completion of, [333].
- married woman, by, 760, 762, 761, 773, 774. *See MARRIED WOMAN.*
 - binding on her separate estate, 761, 773, 774.
- penalty or liquidated damages, 468, 469.
- purchaser's contract adopted, [1542]. *And see SALE BY THE COURT.*
 - rescinded, [311].
- restraint of trade, in, strictly construed, 467.
- sale, for, adopted in partition action, 1542.
 - requisites of, 1838—1840. *See VENDOR AND PURCHASER.*
 - Settled Land Act, under, confirmed, [1519, 1521], 1523.
- Stock Exchange, according to custom of, 1968, 1969. *See STOCK EXCHANGE.*
- sub-contract, person entitled under, when necessary party, 1845, 1872.
- testator, by, inquiries as to, [1282, 1302—1306].
- unfair, relief from, 1942—1951. *See UNCONSCIONABLE BARGAIN; UNDUE INFLUENCE.*
- Vendor and Purchaser Act, decisions as to, under, 1885, 1886.

CONTRIBUTION,

- cestuis que trust*, between, 960.
- costs of action, to, 1220, 1784.
- marshalling assets, [1398—1405], 1406—1408. *See MARSHALLING.*
- payment of, into Court, by legatees and devisees, [1359].
- right to, against third party, 21, 22.
- specific devisees and legatees, inquiry as to contribution by, [1357].
 - directed to contribute rateably, [1358].
- specific legatees, by, rateably, [1357—1359].
 - and residuary devisees, by, equally, [1403].
- sureties, as between, [677], 680, [1773—1776], 1781, 1783—1785. *See SURETY.*
 - for receiver, as between, [677], 681.

CONTRIBUTORY,

married woman, liability of, 752, 755.

CONVENIENCE,

balance of, and inconvenience, considered by Court in granting injunction, 459, 519, 553.

CONVERSION,

bonds, of, into stock, [192].
 chattels, of, trustee may sue wrongdoer for, 964.
 failure of purpose, reconversion, 1307, 1308.
 foreign securities, of, [1317].
 infant's estate, of, 867, 869, 870, 1307, 1552.
 inquiries as to, [1316, 1317].
 land, of, into money, by will or contract, 1306, 1307.
 lunatic's estate, of, 1307, 1308.
 money, of, into land, payment in under L. C. Act, reconversion, 2029.
 mortgage not operating as, 1307.
 notice to treat, by, 1307.
 order of Court for sale, when effected by, 1307, 1552.
 partition, by judgment for sale in lieu of, 1552.
 power to postpone, effect of, 1417, 1418, 1419.
 renewable leaseholds, of, 978.
 shares, &c., of, duty of executors and trustees as to, 960, 961. *See BREACH OF TRUST.*
 wasting securities, of, 978, 1417—1422.

CONVEYANCE OF LAND, 1978, 1979.

appeal from order settling form of, 732.
 appointment of person to execute, [1031], 1050, [1057—1064, 1067, 1065, 1900]. *See TRUSTEE ACT.*
 approved, on purchase by Court, [2078].
 costs of, under Lands Clauses Act, 2045, 2046.
 covenant for further assurance in, importing relief from incumbrances, 1742 (*add.*).
 direction for, 1128, 1860 (*add.*).
 in action for specific performance, [1860—1865], 1901.
 to settle and execute, in action for jointure, [810, 811].
 enforcement of execution of, [375], 381, [1899].
 established or set aside, [1912], 1914. *See FRAUD.*
 form of, and covenants in, 1873.
 general words, effect of, 1873, 1978.
 infant, by, directed, 831.
 enrolment of, [1128], 1136, 1137, 1138.
 liberty to apply for, [1017].
 parcels in, description of, 1978, 1979.
 recital in, effect of, 1978.
 trust estate of, [1017].
 voluntary, within Voluntary Conveyances Act, 1893..1962 (*add.*).

CONVEYANCING ACT,

appointment of trustees under, [1018, 1019], 1021—1023.
 discharge of annuity on sale of land, [1374].
 forfeiture of lease, 1976—1978.

CONVEYANCING ACT—*continued*.

incumbrance, sale of land discharged from, 295, 296, [1589].
 infant, provisions as to, 857, 858, 871.
 insurance of mortgaged property, 1638.
 irregularity in orders of Court, 1601.
 maintenance of infant, 857, 858.
 married woman, restrained from anticipation, petition seeking to bind interest of, 340.
 mortgagee, power of sale of, 1635, 1683.
 mortgagee, production of deeds by, 69, 1611.
 mortgagor, leases by, 1632.
 notice to solicitor, 918.
 purchase-money, receipt for, 917, 1872.
 receiver, appointment of, under, 660.
 reconveyance, 1604.
 release of power, 1469.
 sale by Court under provisions of sect. 25, [281], 292.
 not invalidated as against purchaser, 312.
 solicitor, authority of, to receive consideration-money, 917, 1872.
 trust and mortgage estates, devolution of, 1044, 1600, 1601.

CONVEYANCING BUSINESS,

costs of, [233], 237, 259, 266—269.

CONVEYANCING COUNSEL,

fees of, 259.
 opinion of, taken in chambers, 283.
 reference to, how effected, 293, 303.

CONVICTION FOR FELONY, [1496], 1498, [1579], 1585, [1702]. *See FELONY.*CO-PARTNERS, 1821 *et seq.* *See PARTNERSHIP.*COPIES. *See* ADMISSION; COSTS; INSPECTION; LETTER; OFFICE COPY.

documents, of, for use of judges, 133, 347 (*add.*), 734.

COPROLITES,

digging of, by lord of manor, restrained, 501 (*add.*).
 minerals, are, 501.

COPYHOLD,

admission to, right of, declared, [1975].
 admittance of tenant for life to, [1488, 1489], 1493, 1494.
 boundaries of, ascertained, [1572], 1573.
 charity, of, leave to enfranchise, [1088].
 vesting, in official trustee, [1105].
 common land compulsorily taken, rights of copyholders, 2027, 2028.
 common rights, parties to action for infringement of, 516.
 coprolites under, right to dig, 501 (*add.*).
 custom for lord to make grants of waste, 517 (*add.*).
 custom, issue as to, 334.
 customary freeholds, enfranchisement of, 518 (*add.*).
 customary heir, inquiry as to, [955].
 descent of, passing under executory devise, 1349.
 devisees of, declared trustees, [1425].
 discovery in action as to, 70, 76.

COPYHOLD—continued.

- distinguishing, from freeholds, [1573].
- enfranchisement of, [1008], 1874, 2077—2080. *See* COPYHOLD ACTS.
 - ecclesiastical, 2079, 2080.
 - lunatic, belonging to, 872.
 - out of purchase-money of other copyholds under Lands Clauses Act, [2033].
 - rectorial manor, belonging to, [1492].
 - Settled Land Act, under powers of, 1625.
 - trust premises, of, leave to apply for, [1442].
- finer and fees on admission to, [1488], 1489, 1871.
 - inquiry as to, [1489, 2012].
- foreclosure of, [1573], 1604, 1605.
- freebench, inquiry as to right of, [806].
 - barring, 809.
- infant, of, expenditure on, 870.
- Lands Clauses Act, assessment of compensation under, 2006.
- lives, for, to be kept estated, [1487].
- mines, working of, by copyholders restrained, 475, [495], 498, 503.
 - by lord, restrained, 501 (*add.*).
 - custom to work, 482, 502.
- mortgage of, 1604, [1625].
 - incidence of, under 17 & 18 V. c. 113., 1295.
- mortgagee, purchasing under judgment, to hold free of equity of redemption, [301].
- mortgagor of, refusal by, to surrender, 1604.
- partition of, jurisdiction to grant, 1550.
- prescription by copyholder, 517.
- receiver of, to hold courts, [647].
- redemption of, 1604, 1605, 1625.
- sale of, under Settled Estates Act, by trustees appointed under Settled Land Acts, [1501].
 - under Settled Land Acts, [1501], 1511.
- seizure of, by lord, set aside, and copyholder reinstated, [1976].
 - jurisdiction of equity to relieve against, 1977.
- settled, inquiry as to, [955].
- surrender of, decreed in foreclosure action, [1578].
 - inquiry as to, [955].
- tenant for life, liability of, for not keeping copyholds renewed, [1487].
- title-deeds, production of, on enfranchisement, 1874.
- Trustee Acts, appointment of person to surrender, under, [1053, 1058].
 - vesting orders as to, under, [1030—1032].
 - consent of lord, whether necessary, 1032.
 - costs of order, 1053.
 - "lands" within Trustee Acts, copyholds are, 1053.
 - lord's rights not to be prejudiced, 1032.

COPYHOLD ACTS, CHAP. LVII., 2077—2080.

- application by summons in chambers under, 275, 2080.
- compensation on enfranchisement, investment of, in land, [2078].
 - apportionment of costs, [2077].
 - together with railway compensation money, [2077].
- investment of, in discharge of incumbrance, [2078], 2079.
 - in stock, interest to tenant for life, [2079].

COPYHOLD ACTS—continued.

compensation on enfranchisement—*continued.*

payment out of, [2077].

when required to be paid into Court, 2079.

Crown manors, application of compensation money, 2079.

ecclesiastical and capitular copyholds, enfranchisement of, 2079, 2080.

inquiry whether enfranchisement beneficial, [2077].

payment of money into Court under, 182, 2079, 2080.

tenant for life, lord of manor, right of, to fines, 2080.

COPYRIGHT,

abridgment, fair, not piracy, 579.

advertisements, in, 579 (*add.*).

alien entitled to, 579.

assignment of, must be in writing, 579.

calendars, in, 579.

catalogue, in, 579.

"chart or plan," in, 581 (*add.*)

cyclopædia, in, 580.

delivery up and destruction of infringing copies, [572], 577.

designs, of, [575], 580.

directories, in, [572], 576, 580.

dramatic, [575], 577, 579.

dramatised novel, in, [574], 580.

employer held entitled to, 579 (*add.*).

engravings, in, 580.

foreign paintings, in, 579 (*add.*).

former works, what user of, lawful, 576, 577.

immoral books, 581.

injunction to restrain infringement of, [571—576], 576, 577.

account in action for, 578.

of sold and unsold copies and delivery up of latter, 572.

co-owner, right of, to sue, 579.

discovery in action for, 577.

duty of Court to compare works, 577.

interlocutory injunction, [571].

continued during existence of copyright, [575].

made perpetual, [627], 630.

licensee not entitled to sue for, 580 (*add.*).

perpetual, [571, 627], 630.

publication, no injunction before, 577.

specifying pirated parts, [571].

trial of, by jury not ordered, 324.

when granted, 576, 577.

inquiry in reference to infringement of, [574].

international copyright, 579, 581.

International Copyright Act, 1886..579.

"subsisting and valuable," rights under, 579 (*add.*).

law reports, in, 581.

lectures, in, 581.

letters, in, 581.

magazines, in, 581.

matters of common knowledge, 576.

musical compositions, in, 581.

COPYRIGHT—*continued*.

- newspapers, in, 579, 582.
- novel, in, infringed by play, [574], 586.
- patterns, in, 580.
- photographs, in, [576], 582.
- picture, in, 581 (*add.*).
- portion of work, in, 579.
- registration of, 578, 579.
 - condition precedent to injunction, 578.
- sales by assignor or assignee for a term, 577.
- sculpture, invention in, 582 (*add.*).
- telegraphic code, 582.
- title, mere, not the subject of copyright, 577, 578.
- trades directory, in, 580 (*add.*).
- translations, in, 579.

CORPORATION. *And see CHARITY ; COMPANY.*

- affidavit on behalf of, [48], 63, 441.
- charging order on stocks or shares of, 425, 426.
- consent or compromise by, 112.
- contempt by, 372, 398. *See SEQUESTRATION.*
- contracts binding on, 608.
- discovery by, 59, 63, 373.
- execution against, 372.
- foreign attachment, process of, cannot issue against, 693.
- fraudulent transactions, action by corporation to set aside, 1120.
- injunctions against,—
 - aldermen, restraining avoidance of office of, [600], 608.
 - alteration of name of street, as to, 601.
 - application of corporate funds, [600], 603, 608.
 - of rates, as to, [599].
 - compulsory or statutory powers, as to exercise of, [595], 596, 597, 603—605.
 - erection of offices in public park, as to, [600].
 - restraining transfer of shares, [423, 425], 426. *See CHARGING ORDER.*
 - sewage, as to, [523, 529], 531, 532.
- municipal, trustees of charity, 1102, 1122.
- parliamentary powers of, for public improvements, liberally construed, 604.
- payment of dividends to, [186, 187].
 - or to treasurer, [187].
- process against, 372, 398.
- production of documents by, [48], 70.
- receiver, appointment of, does not affect power of letting, 676.
- sequestration against, 372, 394. *See SEQUESTRATION.*
- service on, 15.
- sole, payment of dividends to, [186].
- trustees, nominees of, appointed, 1020.
- ultra vires* mortgages by, 965.
- undertaking by, 456 (*add.*).

CORPUS. *See APPORTIONMENT ; TENANT FOR LIFE.*

- annuity to be made good out of, [1375], 1609.
- apportionment of, in proportion to value of annuities, 1383.
- costs of trustees paid out of, [1006].

CORPUS—continued.

- costs out of, of charity fund, [1109].
- profits of trade apportioned between corpus and income, [1829], 1830.

CORRESPONDENCE,

- private, injunction against publication of, [582, 583], 585.

COSTS,

- abandoned motion, of, 347.
- abstracts of title, of, 258, 259, 267.
- account, in action for, 1180.
 - adjourned, when, 1180.
- account of sums due for, [1166].
- accountant's charges, 259.
- action and counterclaim, of, [211].
- action for, 237.
- action, in the, costs of application made, [211].
 - what are, 220, 221, 347.
- action, of, by solicitor for costs, 246.
 - defended by leave of Court, [1245].
- adjournment of question of, 160, 317.
- adjournment of summons, of, [212].
- administration action, in, 1269—1271. *See* ADMINISTRATION.
- admission between co-defendants, occasioned by refusal to make, 143.
- affidavit "of increase," 242.
- affidavits, of, [216, 217], 225, 259, 262.
 - taxing master to look into, [216].
- agency work, of, 258, 259, 262.
- agreement for lease, of preparing, 267 (*add.*).
- agreements as to, between solicitor and client, 238, 239. *See* SOLICITOR.
- allowances in taxation of, 221—223, 242, 258 *et seq.*
- amendment of erroneous direction as to, 167.
- amendment, of, orders and practice as to, [38], 40, [41], 43, 167, [215, 720].
- amount of, to be certified without special direction, 222.
- appeal, of, 221, 737 *et seq.*
 - from inferior Court, 260.
 - liquidator, by, 222.
- appeal on question of, not permitted, 220, 406, 722, 723.
 - exceptions to rule, 723.
- appearance, unnecessary, of, 209, 242, 342.
 - separate, of, 264.
- appointed and unappointed shares, out of, 1270.
- apportionment of, [211], 226, 227.
 - between two funds, [213, 1260, 1405].
 - charity cases, in, [1068].
 - consolidation of mortgages, in case of, [1736].
 - creditor's action, in, 1226.
 - cross actions, in, 226.
 - cross appeals, of, 738.
 - executors, solvent and insolvent, between, 991.
 - general charges, declaration as to, [211, 255].
 - what words in order involve apportionment of, 213—215, 226, 227.
 - Lands Clauses Consolidation Act, under, [2037], 2040, 2046, [2077].
 - legal and equitable assets, as between, 1226, [1405, 1406].

COSTS—*continued.*apportionment of—*continued.*

powers of taxing master as to, 258.

pure and impure personalty, as between, 218, [1128, 1130], 1133, 1134, 1147.

thirds, in, 227.

tithes, in action for account of, 1180.

where fund deficient, [218].

arbitration and cause, of, to be decided by arbitrator, [351, 352].

arbitrations, in, 221, 354, 360, 361.

ascertained, order for payment of, [217].

assets, to be paid out of, [700].

assignee of share, costs of action by, 127.

assignor, of, to be paid to assignees, [1260].

attachment, of, 388.

attempted sales, of, 268.

attendances, of, at chambers, 259.

registrar, before, 258, 259.

solicitor's, 267.

taxing master, before, 242.

unnecessary, 209, 222.

Attorney-General, and fees of, 228, 259.

auction, sales by, 268, 269.

auctioneer's charges, 259, 268, 269.

authority, of action brought without, 123.

bill of, 230—269. *See* TAXATION OF COSTS.

boundaries, of action to ascertain, 1574.

breach of trust, in cases of, [991], 992, 996.

briefs prepared but not used, of, 259.

carrying over funds, of applications as to, 209.

cause, in, costs of application to be, [45, 52, 211], 697.

in more than one, [700, 701].

certificate of judge as to, in patent action, [567], 569, 570.

certificate under former order, costs directed to be included in, [218].

certiorari, of, to remove action from County Court, 713.

chambers, of proceedings in, 259, 260, 273, 277, 284.

applications for time, for, 284.

parties with no interest, of, 284.

unsuccessful claimant to pay, 284.

change of solicitor, on, 919.

charge, costs made, [213], 229, [424], 1505.

charges and expenses, what allowed in foreclosure action, 1616, 1617, [1627, 1628].

trustees, of, [990, 991], 993 *et seq.* *See* TRUSTEE.

charging order, of, 426.

charity cases, in, 221, 1104. *See* CHARITY.

class inquiries, of, 1328, 1329.

classification order, subsequent to, [216].

clerk's fees, allowance of, 259, 261.

co-defendants, as between, 222.

contribution between, right of, 1784.

direct order now made for payment, 222.

committal for non-payment of, [269], 271.

COSTS—continued.

- conduct of proceedings, where plaintiff deprived of, 1279.
- conferences, allowance for, 259.
- consolidation of actions, of, [700].
- consultations, allowance for, 259.
- contempt condoned on payment of, [405], 406.
- contribution by creditors to, 1220.
- contribution by sureties, costs of resisting, [1774].
- conveyancing business, of, [233], 237, 259, 266—269.
- conveyancing counsel, fees of, 259.
- copies of proceedings and documents, of, 259, 260, 267, 283.
- copyright, where action for infringement of, dismissed with full costs, 221 (*add.*).
- corpus*, costs of trustees paid out of, [1008, 1010].
- corpus* of charity fund, out of, [1109].
- corpus* or income, out of, in action to rectify mistake in settlement, 1917.
- Trustee Acts, under, 1056.
- correspondence, allowance for, 259, 262.
- counsel's fees, allowance of, 241, 257, 259, 260, 261.
- appearing in chambers, 261, 284.
- counterclaim, of, [211], 227.
- counterfeit goods, against innocent purchaser of, 545 (*add.*).
- County Court scale, on, 224, 260, 919, 1581.
- creditor's action, in, 1213, 1214, 1220, 1226, 1615. *See* CREDITOR'S ACTION.
- creditor's deed, costs of trustees of, 993, 994.
- cross actions, of, on appeal, 228, 738.
- Crown, payments of, to or by, [348], 349, [1089], 1387.
- damages, of inquiry as to, 221.
- day, costs of, orders and practice as to, [41], 43, [122], 166.
- debenture holders' action, of, 1616.
- deeds, retainer of, for costs, by mortgagor's solicitor, 1612.
- default in payment of, stay of proceedings on, [116], 117.
- defaulting trustee, not allowed to, 995, 997.
- defence arising after action, of, 142.
- severing defendants, of, 264, 993, 1558.
- delay, occasioned by, [217], 224, 258.
- depositions, perusing, allowance for, 262.
- diagrams, allowance for, 261.
- different parts of action, of, by different parties, [211, 213].
- disallowance of particular, [211—217].
- discharge of prisoner on payment of sum on account of, [412].
- disclaiming defendants, of, 213, 1617, 1618, [1654].
- discontinuance of action, on, 107 (*add.*), [114], 115.
- discovery, of application for, in aid of execution, 374.
- discovery, of, security for, 57.
- discretion of Court as to, 121, 219, 737.
- dismissal of action, included in, 455.
- dismissal of proceedings with, [211], 212.
- effect of, 222.
- District Registry, in, 151, 152, 223.
- dividends of fund in Court, costs provided for out of, [188].
- dower, of action for, 808.
- drafts, settling by counsel, allowance for, 261.

COSTS—*continued.*

- drawing deeds, &c., of, 267—269.
- enforcement of orders for payment of, [269, 270], 271, 371.
- estate, out of, 219, 992, [1147], 1148, 1246, 1249, 1269, [1399].
 - taxation, and payment of, 240, 1442, [1445].
- event, costs to follow, 219, 328, 359, 360, 361, 737.
- evidence, of, allowance for, 261.
- execution for, stay of, pending appeal, [742], 743.
- execution of judgment or order for payment of, 371, 376—378.
- execution, of process of, 377, 379.
- executor, of. *See* EXECUTOR.
 - administration action, in, 996.
 - bankrupt, costs of, 991, 1270, [1272].
 - ordered to pay, when, 1269.
 - party costs of, to be paid by plaintiff and balance out of fund, [216].
 - paying over residue, costs of, 1254.
 - priority of, 1201, [1311], 1227, 1265.
 - retainer of costs by, [1296], 1266, 1394.
 - reviving action, liable for, 106.
- exhibits, of perusing, 262.
- experts, of, 262.
- foreclosure action, of, 1613—1619. *See* FORECLOSURE.
- formâ pauperis*, of party suing in, 262.
- fraud, of avoidance of instruments, &c. on ground of, 1920, 1923.
- fraud, where unfounded allegations of, are made, 1926.
- funds in Court, taxation and payment out of, [217, 218], 219, 240, 242, 258, 738.
- further consideration, of, adjourning, [160].
 - principle of judgment as to costs not varied on, 160, 316, 317.
- garnishee proceedings, of, 431, 432.
- general costs of action, what are, 220, 221, 347.
- general personalty, out of, 1266—1268, [1394, 1401].
- "good cause" for depriving party of, 219.
- gross sum, in lieu of taxed costs, 222, 258, 262.
- heir, of, in administration action, 1266, 1269.
- higher scale, on, when allowed, 223, 224, 257, 1926.
 - appeal as to, 724.
- House of Lords, of respondent in, 225.
- husband and wife, where action dismissed against, 229.
 - husband to pay, 229.
- improper affidavits, of, [216].
- improper conduct, occasioned by, [217], 224, 225, 236, 258, 262, [913, 914], 941, 992, 996.
- infant, charge on estate of, 834, [867].
 - plaintiff entitled in reversion, of, 1270.
- injunction, of motion to dissolve, 629.
- inspection of documents, of, 262.
- interest on, 229, 265, 266, 938, 1104, 1206. *See* INTEREST.
 - costs of appeal to House of Lords, on, 747.
 - what costs carry, under 1 & 2 V. c. 110..229, 265, 266.
- interlocutory applications, of, 222.
- interpleader, of, 444, 447, 448.
- interpreter's charges, allowance of, 262.

COSTS—*continued*.

- interrogatories, of, 61.
- irrelevant pleadings or evidence, of, [216, 217], 225.
- issues, of, 328, 329.
- journeys, allowance for, 262, 268.
- judgment for, under O. XXIV. 3., [146].
- judgment, when order to pay costs operates as, 271.
- jurisdiction, threefold, of Court as to, 219.
- jury, of cause or matter tried with, 219, 227.
- Lands Clauses Act, under, [233], 268, 269, [2036—2038], 2039—2047. *See*
LANDS CLAUSES CONSOLIDATION ACT.
- lapse, in case of, 1268.
- leases, of, 266, 267.
 - of preparing agreement for, 267 (*add.*).
- legal right, of action to enforce, 219.
- legates, of, in administration action, 1265—1267.
- letters, allowance for, 259, 262.
- letters “without prejudice,” of, [219].
 - cannot be read on question as to, 1270.
- liability for, between defendants, 222.
- liberty to add, to claim, [700].
- liberty to apply as to, [822].
- lien for, 919—935. *See* SOLICITOR.
- loss of title deeds, &c., costs occasioned by, 1910, 1911.
- maintenance, of, application for, 857.
- married woman ordered to pay, arrears of income applicable, 433.
- married woman, recovered by, are separate estate, 750.
- married woman, separate property of, out of, 750, 752, 754.
- mining leases, of, 267.
- minutes, of settling, 264.
- misconduct, occasioned by, 224, 225.
- mistake, in actions for relief on ground of, 1916, 1917.
- mistake, occasioned by, 262.
- mixed residue, out of, 1268.
- mortgage, costs of charity raised by, [1089].
- mortgage for, to solicitor, [936], 937, 938.
- mortgage, legal, of preparation of, 1617, 1706.
 - past debt, to secure, 268 (*add.*).
- mortgago of estate to raise deficiency in creditor's action, [1229, 1230],
1232, 1233.
- mortgage, of reconveyance or transfer of, 260, 268.
- mortgage to rebuild mansion-house, of, [1478].
- mortgagee, of, consenting to sale in creditor's action, 1208.
- mortgagee's administration action, priority, [1211], 1213, 1214.
- mortgagee's right to, 1613—1617.
- motions, of, 346, 347.
 - for injunction, 455.
 - for receiver, 652.
 - refused, [212].
 - standing over to trial, when action dismissed, 123, 222.
 - to commit, [631].
 - to dissolve injunction, 629.
 - unopposed, 260.
 - where summons sufficient, 156, 347.

COSTS—*continued*.

- negligence, &c., occasioned by, 225, 262.
- negotiating sales, &c., of, 267, 268, 269.
- new trustees, of appointment of, 148, 993, [1076, 1488]. *And see* TRUSTEE;
- TRUSTEE ACT.
- next friend, of, [822, 823], 826.
- none allowed on either side, [213].
- notice of judgment, of service of, 282.
- one set only as to part of proceedings, [213], 226. *See infra* separate sets.
- Palatine Court, of appeal from, [718], 719.
 - of application to enforce order of, 172.
- papers, where solicitor neglects to deliver, 133.
- Parliament, of proceedings in, on behalf of infant, 870.
- parliamentary business, of, 262.
- part given, 213. *And see supra*, apportionment.
- particular claim or issue, of, 226, 227.
 - payment except so far as increased by, [214], 226.
 - except so far as occasioned by, [214], 227.
 - question, costs of, distinguished, [1628].
 - time, up to, 226.
 - to be paid by plaintiff and defendant respectively, [215].
- particulars, of, in patent action, 225.
- partition action, in, 834, 1558. *See* PARTITION.
- partnership action, of, 1812.
- party and party costs, 220, 992, 997, 1103, 1104.
 - taxation certifying difference between, and solicitor and client, [216, 218, 1394].
 - third party clause not applicable to, 251.
- party to bear his own, [213].
- patent cases, in, 225, 569.
- pauper, of person suing as, 220, 910.
- payment and taxation of, between parties, [211—217].
 - enforcement of orders as to, [269, 270], 271.
 - carrying on proceedings for, 107 (*add.*).
 - on appeal, [717].
 - out of cash, [217].
 - out of consols, [217].
 - out of funds in Court, [217, 218, 1257, 1258].
 - to be taxed under order, [190].
 - under protest, 247, 249.
 - to solicitors, [217].
- payment of, what amounts to, 249.
- penalty, by way of, irregular, 221, 227.
- perusing affidavits and documents, of, 262, 267—269.
- petitions, of, 339—341.
 - dismissal of, with, [212, 338].
 - respondents unnecessarily appearing, 209.
 - tender of 30s. under O. LXVII. 27 (19)..341.
- plaintiff, creditor, when ordered to pay, 1233.
- pleadings, of, 263.
- portions, of raising, [1456], 1461.
- possession, of recovering, in foreclosure action, [1733].
- postage, of, 263.

COSTS—*continued*.

- printing evidence, of, 263, 734.
- priorities, of action to determine, 1616.
- priority as to, between plaintiff and executors in administration actions, 1266.
- declaration of, [1211].
- probate duty paid by solicitor, 241.
- production of documents at solicitor's office, of, 70.
- profit costs, allowance of, 262, 263, 945.
- prohibition, of, 694.
- proximity, of, [216], 225, 262.
- proof of debt, of, 1220.
- purchaser, of, appearing on further consideration, 316.
- purchaser, of, under judgment, [309], 311, 312. *See* SALES BY THE COURT.
- purchaser, when liable for, in specific performance action, 1875.
- receiver, of action by, without leave, 676.
- receiver of amount due on taxation, [666].
- receiver, of, in foreclosure action, 1619.
- receiver, of motion for, 662.
- receiver's, priority of, 664, 676.
- reconveyance, of, 1616.
- rectification of settlement, payment and retainer of, out of trust funds, [1436, 1437].
- redemption, in action for, 1613—1619
- refreshers, allowance for, 263.
- "clear day," 263 (*add.*).
- refusal to admit documents or facts, in case of, 142, 143.
- registrar, certificate by, as to special allowance, 258.
- relator, against, 1164.
- relator, extra costs of, allowed, 221, [1088, 1089], 1103, 1104.
- release of outstanding incumbrance, of, 267 (*add.*).
- release to trustee, of, 993.
- requisition on title, occasioned by, 1876.
- reservation of questions as to, [50, 214], 221, [445], 455, [1967].
- reservation of, until hearing, [90, 445], 455.
- residue, out of, 1266—1268.
- mixed residue, out of, 1268.
- respondent under Trustee Act, against, 1066.
- restraint on anticipation, of removal of, [765].
- retainer of, by trustees, 993, [1007].
- retaining fee, allowance of, 265.
- rules of Court as to, 219, 220.
- sale, costs of, not lost by consent, 1693, 1615.
- sale, fee for "conducting," 269 (*add.*).
- sale, of abortive, in foreclosure action, [1588].
- sale, of, charged on settled land, [1521], 1526.
- sale, of, directed by Court, 220.
- sale, of estates, of, mortgagees consenting in administration action, 1207, 1208.
- sale, of, what allowed, 220, [1626].
- sale to raise, [1229].
- sales of land, of, 266.
- scale charge under Solicitors' Remuneration Act, 267—269.

References to the Forms are printed thus [456].

COSTS—*continued.*

- scale of, 223, 257, 1615.
- scientific or skilled witness, of, 264.
- searches, of, 268.
- security for, 26—29. *See* SECURITY REQUIRED BY THE COURT.
 - by company, 27, 29, 740, 741.
 - by petitioner, [27].
 - discovery, of, 57.
 - on appeal, [738, 739], 740, 741.
- separate appearances, of, 264.
- separate proceedings by defendants, of, 225.
- separate sets of, allowed or disallowed, 264, 993, [1260], 1271, 1272, 1328, 1329, 1558.
- sequestration for non-payment of, 271.
 - solicitor and client costs not given, 221.
- sequestration, of, [403, 403], 404.
- service of order for payment of, 375.
- set-off of, against sum due, [215, 991], 1161, [1590], 1613, [1860].
 - against other costs, [213—216], 226, 228, [255, 559, 1776].
 - claim reduced by, scale of allowance of, 224.
- Settled Land Act, under, payable out of capital money, 1505, [1517], 1525, 1526.
- settlements, of, 266.
- settling minutes, allowance for, 264.
- several defendants, same solicitors, 229.
- several persons, order for payment by, 222.
- severing defendants, of, 264, 993.
- severing fund, of, when borne by residue, 1267.
- shorthand notes, allowance for, 225, 242, 264, 265.
 - on appeal, 734, 735.
- solicitor and client costs, 220.
 - certifying difference between, and party and party, [1394].
 - contemnor, when ordered to pay, 406, 407 (*add.*).
 - general jurisdiction of Court to award, 220, 915.
 - out of fund, after payment of party and party, [216, 216].
 - further costs adjourned, [1952].
 - taxation of, [218], 221.
 - third party, on application by, 251.
 - when allowed, 220, 992.
 - where action brought without authority, 123.
- solicitor defending in person, 265.
- solicitor, payment to, [217].
- Solicitors' Remuneration Act, 1881, under, 237, 266—269.
- special case, of, 321.
- special retainer, allowance for, 265.
- specific performance action, in, 1859, 1876, 1878.
 - where vendor does not show title, 1866.
- stationers' charges, 268.
- statutable, right to, 219, 224.
- statute-barred items, of, 265.
- stay of proceedings in default of payment of, [116], 117.
- stop order, of application for, 277, 422, 1016.
- struck out, costs where action is, 221.

COSTS—continued.

- sub-mortgage, of, 1619.
- subsequent, included under general order, 160, 220.
- successful party, of, 219, 226.
- summons adjourned, of, [212].
 - dismissed with, [212].
- summons, where relief could have been obtained by, 223.
- surety, right of, to, 1781.
- surveyor's charges, allowance for, 265.
- taxation of, [230—234], 234—242. *See* TAXATION OF COSTS.
 - allowance and disallowance of, 222.
 - fees of, payment and carrying over of, [191, 208].
 - without prejudice, [212], 226, [438].
- taxing-master, discretion of, 242.
 - reference to, how made, 241.
- tender of 30s. under O. LXV. 27 (19)..341.
- tender, subsequent to, 226.
- third counsel, allowance for, 260, 261.
- third party, of, [242, 250], 251, 252.
 - in action, 220.
- time, allowance for, 268.
- title, of investigation of, 267—269.
- title deeds, loss of, effect of, as to costs, 1614.
- trade mark action, in, where plaintiff has obtained certificate in previous action, 545 (*add.*).
- trade mark, of action to restrain infringement of, 545.
- travelling expenses, 265, 268.
- trustee, costs, charges, and expenses of, 990, [991], 991—998, 1435, 1442, 1456. *See* TRUSTEE.
 - equity of redemption, of, costs of, in foreclosure action, 1619.
 - further consideration, of transactions after order on, 160.
 - payment of, out of funds, 1104, 2041.
 - retiring trustees, 1020, 1021.
 - set-off of, against sums due, 991.
 - solicitor and client costs, when given to, 220.
 - solicitor or surveyor, acting as, 236, 263.
 - under Sir S. Romilly's Act, 1098.
- trustee in bankruptcy, liability of, 105, 222.
- Trustee Act, under, costs made a charge, 1040, 1056, [1076].
 - costs of petition for vesting order, 1055.
 - payment of costs under, [1039], 1056.
- Trustee Relief Act, payment in and out under, [1010], 1015, 1016.
- trustees, given against or not given to, 992, 996, 997, 1015.
- uncertificated solicitor, or his client, cannot recover, 258, 271.
- unconscionable bargain, of action to set aside, 1950, 1951.
- undertaking to abide by order as to, [1215].
 - to pay, [899].
- unnecessary appearances or attendances, of, 209, 222, 224, 225, 265.
- unnecessary evidence or proceedings, of, [216], 262, 996, 1613, 1618.
- unsuccessful claim, of, [214].
- unsuccessful plaintiff, of, 219.
- valuer's charges, 268, 269.
- varying minutes, of, 164, 165.

COSTS—continued.

- vexatious proceedings, of, 236, 258, 262.
- vouchers, missing, where, 1911.
- want of prosecution, of action dismissed for, 121.
- winding-up cases, in, 264.
- witnesses, of, 265.
- written affidavits, of, 265.

CO-TRUSTEE,

- trustee liable for acts of, 962, 963, 967. *See* TRUSTEE.

COUNSEL,

- arrest, privilege from, 408.
- cases and opinions of, when privileged, 80, 81.
- certificate of, of no settlement, 783, 787, 793.
- chambers, appearing in, 261, 283.
- costs of, 261, 284.
- communications with, discovery of, 78.
- consent by, binding on client, 111, 112.
- contempt of Court by, conniving at fraud on Court, 408.
- conveyancing, reference of title to, 293, 294.
- executor acting on opinion of, liable for costs, 1397.
- fees of, allowed on taxation, 241, 257, 259—261.
- indorsements on brief of, directed to be produced, 81.
- constituting submission to arbitration, 353 (*add.*).
- injunction granted without, in vacation, 452.
- number of, allowed, 260, 261.
- question of fact, one only heard on, 260.
- question of law, two heard, 260.
- signature of, to petition, not necessary, 339.
- solicitor, right of, to pledge client's credit to, 916.

COUNTERCLAIM,

- account, in action for, 1159, 1178.
- discontinuance of action does not put an end to, 115.
- execution, issue of, when prevented by, 157.
- further statement of particulars of, order for, [31].
- motion for judgment on, 150.
- order to exclude (O. XXI. 15), [31].
- permission refused to defendant to avail himself of (O. XIX. 3), [31].
- proving, on plaintiff's default at trial, 122.
- separate, against several defendants, 1159.
- what claims may be raised by, 35, 36, 1159, 1160.

COUNTERFEIT,

- goods, injunction against selling, 535. *See* TRADE MARK.
- marks, delivery up and destruction of, 547.

COUNTRY SOLICITOR, 951. *See* SOLICITOR.**COUNTY COUNCIL,**

- transfer of charity property to, 1101.

COUNTY COURT,

- Act, 1888..692, 711—713.
- administration action in, costs of, 221.
- jurisdiction in, 712, 1190.

COUNTY COURT—*continued*.

- appeals from, 448.
 - charity cases, in, 1112.
- appeal to Court of Appeal, not allowed without leave, 722.
- building societies, jurisdiction in reference to, 1767, 1768.
- charity cases, jurisdiction in, 1112.
- Commons Act, 1876, jurisdiction under, 518.
- costs of administration action in, 221.
- costs on County Court scale, 224, 260.
- discovery in actions transferred from, 713.
- foreclosure actions, jurisdiction in, 1581.
- Friendly Societies Act, 1875, jurisdiction under, 361.
- infant, jurisdiction as to custody of, 847.
- injunction, jurisdiction to grant, 468.
- interpleader proceedings in, 448.
- Judicature Act, provision of, as to transfer of actions, 712.
- jurisdiction of, concurrent only, 712.
 - extent of, 712.
- married woman, examination of, 789.
- partition actions, jurisdiction in, 1552.
- patent, jurisdiction in action as to infringement of, 551.
- pension of judge of, sequestration against, 393.
- probate jurisdiction of, 1191.
- prohibition to, 692, 693.
- removal of proceedings from, under Married Women's Property Act, 1882..755.
- specific performance actions, jurisdiction in, 1852, 1891.
- transfer of action from and to, [708, 709], 711—713.
 - application for, in chambers, 711.
 - bankruptcy, in, [697].
 - cause to proceed, notwithstanding subject-matter exceeds limit, [710].
 - effect of order for, 712.
 - from Chancery Division to County Court, concurrent jurisdiction, [697, 708], 712.
 - from County Court to High Court, [709], 712, 713.
 - retransfer, order for, [708].
 - security for costs on, 712.
 - winding up proceedings, transfer of, 713 (*add.*).
- Trustee Acts, jurisdiction under, 712.
- Trustee Relief Acts, jurisdiction under, 712, 1016.

COUNTY PALATINE. *See* LANCASTER (PALATINE COURT OF).

COURT FEES,

- account, on taking, 1247.
- paid by stamps, 141.
- Settled Land Acts, under, 1505.

COURT OF APPEAL. *See* APPEAL.

COURT ROLLS,

- delivery of, to receiver of manor, [647].
- deposit of, in Court, 70.
- right to inspect, 70, 76.

COUSINS,

gift to, 1326.

COVENANT,

acquiescence, right of covenantee lost by, 1837.
 after-acquired property, to settle, 1429—1431.
 enforcement of, against husband, [1424], 1425, 1426.
 assignment, against, enforcement of, by injunction, 470.
 breach of, injunction to restrain, 470. *See* CONTRACT.
 charge by, creation of, 1293.
 common, in husbandry, not specifically enforced, 1836, 1837.
 illegal consideration, cohabitation, [1963], 1963.
 injunction, enforced by, [523], 525.
 against railway company, [597].
 inquiry as to testator's liabilities under, [1281].
 issue as to damages by breach of, 334.
 as to existence of, 334.
 not to sue, not equivalent to release, 1790.
 quiet enjoyment, for, defect in title not cured by, 1858.
 remoteness, void for, 1356.
 restrictive, enforcement of, by injunction, [463—465], 469, 470.
 when running with land, 469.
 settlement, for, enforced, [1424], 1425—1427, 1429, 1430.
 specific performance of covenant to bar entail, 1868.
 title, for, on sale by trustees, 1873.
 trade, not to carry on, enforcement of, by injunction, [463—465], 467,
 468 (*add.*). *See* INJUNCTION; TRADE.
 trustee, liability of, for not enforcing, 960.
 trustees directed not to enforce, [1006].
 "usual," in lease, what covenants are, 1892.

CREDIT,

husband, of, authority of wife to pledge, 779, 780.

CREDITOR. *See* DEBT; JUDGMENT CREDITOR; SURETY.

conveyance or mortgage, fraudulent as against, 1675, 1955, 1956.
 defective execution of power aided in favour of, 1587.
 judgment, by, rights of, [1713—1717], 1718—1723. *See* JUDGMENT CREDITOR.
 partnership, of, 1821, 1822, 1824—1826.
 redemption by, 1602.
 settlement when void or fraudulent as against, 1427, 1428, 1431, 1435, [1851—1853], 1954—1957.

CREDITOR'S ACTION, 1184—1236.

abandonment of, by plaintiff before judgment, 1190.
 abatement of, 1190.
 account of debts under O. xv...1189.
 directed, may be, at any stage, 1189. *See* ACCOUNT.
 accounts, ordinary, 1188, 1189.
 taken in former action adopted, 1186.
 administration, right to, when statute-barred, 1223.
 administration, grant of, to creditor, by Court of Probate, 1191, 1192.
 administration bond, action founded on, 1199.
 administrator, liable to be sued as attorney of another, 1198.

CREDITOR'S ACTION—continued.

- administrator *ad litem*, appointment of, 1191.
 - judgment against, 1191.
 - powers of, 1192.
- administrator *de son tort*, action against, 1198.
- administrator *durante minore etate*, 1192.
- administrator *pendente lite*, 1191.
- admission of assets, [1196], 1198.
 - account of plaintiff's debt on, [1197], 1198, 1199.
 - payment of plaintiff's debt on, [1196].
- advertisements for creditors, 1188, 1190, 1216, 1219.
- affidavit, claimant's, office copies of, 1216.
 - cross-examination of claimant on, 1216.
 - proof of debt by claimant's own affidavit, not now necessary, 1216.
 - verification of interest on debt by, 1226, 1231.
- allowance and disallowance of claims, [1214, 1215], 1216—1225.
- amendment at hearing, 1189.
- annuitant, action by, 1198, 1211.
 - proof by, 1234.
- appeal from orders made in, 729, 730.
- apportionment in, 1226.
 - assets, of, amongst creditors, [196, 1227, 1228].
 - must be certified, 1227.
 - where legatees called on to refund, [1228].
 - costs, of, 1226.
 - outstanding estate, of, when got in by executor, amongst creditors, [1228].
 - residue, of, by executor, when assets deficient, [1228].
- assets, direction to apply in due course of administration, 1189.
 - further, falling in, right to, 1219.
 - legal and equitable, 1203, 1204.
 - right of creditors to follow, 1190.
- balance, payment or application of, by executor, [1225, 1227].
- bankruptcy, administration in, 1200, 1235, 1236.
 - rules in, application of, 1233, 1234.
 - transfer of action to, 698, 1236, 1288.
- bond creditor, right of, to interest or account, 1206, 1208, 1220.
 - debt of, when statute-barred, 1220.
- business, by creditors of testator's, at and after his death, 1315, 1316.
- charge of debts, effect of, 1203, 1204, 1292, 1295.
- claims in, 1214—1225. *See infra*, "proof."
 - after proper time, [1215].
- company, action by, 1199.
- concurrent actions, order to stay one, with leave to prove in other, [700, 701].
 - practice as to consolidation of, 705. *See CONSOLIDATION OF ACTION.*
- conduct of action or proceedings, 1190.
- contingent bonds, 1199.
- contribution in, [1357—1359]. *See CONTRIBUTION.*
- contributory, against representative of deceased, 1199.
- costs in,
 - account, of taking, to be paid by plaintiff where plaintiff overpaid, 1199.
 - apportionment of, 1226.

CREDITOR'S ACTION—*continued*.*costs in—continued.*

- contribution to, by creditors, 1220.
- deficiency of assets, in case of, 1232, 1233.
- mortgage, of, of estate to raise deficiency, for costs, debts, &c., [1230, 1230], 1232, 1233.
- mortgagee, of, consenting to sale, 1208.
- mortgagee's administration action, priority [1211], 1213, 1214.
- party and party, and solicitor and client, 1227, 1233.
- payment of, on further consideration, [1235].
- plaintiff ordered to pay, 1233.
- priority of, 1227, 1233.
- proof of debt, of, 1220.
- retainer of, by executor out of balance, [1236].
- taxation of, on further consideration, [1235], 1227.
- "testamentary expenses," included in, 1148, 1200, 1204, 1267.
- County Court, jurisdiction of, 1190.
- probate jurisdiction of, 1191.
- Crown, debts to, priority of, 1200.
- curator bonis* to Scotch lunatic, action by, 1199.
- customary heir, inquiry for, [956, 1188].
- debt, account of plaintiff's on admission of assets, [1187].
 - allowance or disallowance of, [1214, 1215], 1216—1225.
 - costs of proving or failing to prove, 1220.
 - entitling plaintiff to sue, 1198, 1199.
 - evidence of, what necessary, 1198, 1216, 1217.
 - interest on, 1205, 1206.
 - liberty to executor to compound, [1317, 1318], 1320. *And see* EXECUTOR.
 - locality of, 1194.
 - merger of, 1216.
 - particular, declaration as to, 1189.
 - payment of, on admission, [1186].
 - on further consideration, 1232.
 - under £10 to solicitor, 1226, 1232.
- debts, account of, what included in, 1188, 1219.
 - account and nature of, and their priorities, 1200—1203, 1236.
 - apportionment of, between heir and customary heir, 1226.
 - charge of, on real estate, 1203, 1204, 1294—1296.
 - devisee, liability of, [1190].
 - specialty and simple contract, by, now rank equally, 1201, 1202, 1227.
- declaration in, of right of mortgagee as creditor, [1200, 1210].
 - as to costs, [1211].
- deficiency of assets, judgment and practice in case of, 1205, 1208, [1211], 1232, 1233—1236, 1265, 1266. *And see infra*, "insolvent estate."
- delay, leave to prosecute judgment given to creditor, 1247.
- derivative representatives, accounts against, [1272, 1273], 1277.
- dilapidations, debt for, 1217.
- disallowance of claim, [1214].
- dismissal of, right of plaintiff as to, 1190.
- dividend on debt, executor to make, [1230].
- domicile, law of, effect of, as to probate, 1193, 1196.
 - as to priority of creditors, 1201, 1202.
- donatio mortis causa*, evidence of, 1217.
- subject to debts, *is*, 1202.

CREDITOR'S ACTION—continued.

- due course of administration in, what is, 1189.
- Ecclesiastical Court, jurisdiction of, transferred to Probate Court, 1191.
- equitable assets, what are, 1203, 1204.
- equitable mortgagee, action by, [1210, 1211].
 - priority of costs of, 1213, 1214.
- executor *de son tort*, whether a sufficient party, 1197.
- executor, judgment against, effect of, 1201.
- executor when necessary party to, 1196—1198. *And see* EXECUTOR.
- foreign creditor, action by, 1339.
 - not postponed, 1202.
- foreign probate, grant and effect of, 1193, 1196, 1336, 1337.
- frame of, 1189.
- further consideration of, common judgments or orders on, [1225—1231], 1232—1235.
 - payment of creditors with subsequent interest, [125].
 - proof after, on undertaking as to costs, [1215].
- heir, establishing will against, not necessary, 1200.
 - judgment against, for personal debt, effect of, 1199.
- heirship of intestate, inquiry as to, [1186, 1188].
- husband, proof against estate of, for necessaries for wife, 1218.
- incumbrancer, consent of, to sale, 1207, 1208.
 - judgment on further consideration after sale by consent of, [1228].
- incumbrances, inquiry as to, [1185, 1186, 1209].
- India, land in, personal assets, 1200.
- inquiry for debts, judgment limited to, [1187].
- insolvent estate, 1233—1236.
 - bankruptcy, administration in, 1235, 1236.
 - rules in, application of, 1233, 1234.
 - costs of administering, 1233, 1265, 1266, 1270.
 - interest on debts, 1205, 1213.
 - mesne rents and profits, application of, 1208.
 - mortgagee's action, judgment in, [1211].
 - residue, apportionment of, 1266.
- interest on debt, creditor entitled to, 1205, 1206. *See* INTEREST.
 - deduction of income tax from, 1206.
 - mortgagee entitled to, 1208, 1213, 1234.
 - rate of, 1205.
 - subsequent to certificate, computation of, [1225], 1226, [1228], 1232.
 - verification of amount of, by affidavit, 1226, 1231.
- joint and several creditors, proof by, 1212.
- judgment in, usual forms of, [1184—1187], 1188 *seq.*
 - clauses in, to be numbered, 1188.
 - plaintiff's debt not established by, 1216.
 - procedure to obtain, 1189.
 - proceedings under, not to be taken without leave of judge, [1187], 1246.
 - right to, 1197—1206.
- judgment creditors, right of, against leaseholds, 1200.
 - not affected by 32 & 33 V. c. 46., 1201.
 - priority of, in administration, 1199, 1200, 1201.
- landlord, right of, to distrain under Bankruptcy Acts, 656, 1234.
- leave to attend proceedings in, when given, 1217.
- leave to prove, after proper time, [1215].
 - after further consideration on undertaking as to costs, [1215].

CREDITOR'S ACTION—continued.

- legacies, interest on, 1264.
- contribution for debts, assets deficient, [1331—1333].
- legacy of debt, interest payable on, 1206.
- legal and equitable assets, apportionment of costs between, 1226.
- distinction between, 1203, 1204.
- liability distinguished from debt, 1218, 1234.
- lien, sale of estate subject to, 1207, 1208.
- Limitations, Statute of, debt when barred by, 1220—1225.
- liquidator, action by, 1199.
- lunatic, administration of estate of, 1199.
- proof against estate of, 1218.
- married woman, accounts of personalty and realty of, 1188.
- rules as to administration of estates of, not altered by Married Women's Property Act, 1203.
- separate estate of, equitable assets, 1203.
- marshalling assets in, [1393—1405], 1406—1408. *See* MARSHALLING.
- mortgage, deficiency on further consideration raised by, [1230, 1231, 1233, 1257, 1259].
- order directing, how worked out, 1231.
- mortgages, action by, orders in, 1185, [1209—1211].
- consenting to sale in action, 1207, 1208, 1214.
- costs of, suing as creditor, 1213, 1214.
- creditors generally, must sue on behalf of, 1211.
- declaration of rights of, [1209, 1210].
- proof by, 1212—1214, 1217.
- sale of realty in action by, [1210], 1211.
- necessaries, proof for, against estate of husband or lunatic, 1199, 1219.
- notice of proceedings to creditors, 1217.
- original judgment or order, forms of, 1184—1188.
- originating summons, judgment in action commenced by, 1187.
- procedure by, 1189, 1197.
- other creditors, when creditor must sue on behalf of, 1189, 1191, 1211.
- outstanding personalty, inquiry as to, 1188.
- apportionment of, when got in, by executor, [1226].
- overseers, priority of parish against estate of, 1200.
- parties to, 1196—1198, 1822.
- partner, deceased, against estate of, 1249, [1812, 1819], 1821, 1822, 1826.
- party and party costs only allowed, 1233.
- payment in of balance by executor, [1225, 1227]. *See* PAYMENT AND TRANSFER.
- payment of debts in, 1232.
- pendency of, stays Statute of Limitations, 1224.
- personal estate, account of, in, is usually without exception, 1369.
- carried on, on further consideration, [1230].
- personalty, common judgment against, [1184].
- and realty, testacy, [1184], 1185.
- intestacy, [1185].
- continuation of account on further consideration, [1230].
- frame of action for administration of, 1191.
- plaintiff, costs of, priority of, 1233.
- death of, after judgment, 1190.
- debt of, entitling him to sue, 1198, 1199, 1339.
- preference to creditor, right of executor to give, 1204, 1205.

CREDITOR'S ACTION—continued.

- priority of debts, 1199—1203, 1236.
- Probate Court, representation, jurisdiction to grant, 1191, 1192. *See* PROBATE.
- probate of will in solemn form, effect of, 1191.
 - action by and against representative before probate, 1197.
 - costs of probate litigation, 1233.
 - effect of probate, 1196.
 - of wills of persons domiciled abroad, 1193, 1196.
- probate duty, 1193—1195.
 - return of, 1194, [1228].
- proof of debts in, 1212, [1214, 1215], 1216—1225.
 - acceptance, by holder of, 1218, 1235.
 - affidavit not now necessary, unless claim disallowed by executors, 1216.
 - allowance and disallowance of claims, [1214, 1215], 1216—1225.
 - appearance on, 1197.
 - assignee of debt, by or against, 1218, 1235.
 - contingent liability, 1235.
 - costs of, 1220.
 - cross-examination of claimant on affidavit, 1216.
 - debt payable at future date, 1217.
 - insolvent estate, against, 1233—1235.
 - parties entitled to attend on, 1217.
 - priority, 1200—1203.
 - secured creditor, by, 1212, 1213, 1234.
 - Statute of Limitations, when a bar to, 1220—1225.
 - time for, 1219.
 - improvement expenses, for, by local board, 1217.
 - leave to prove after time expired, [1215], 1219.
- realty, usual judgments for administration of, 1184, [1185].
 - frame of action for administration of, 1189.
 - inquiry as to, where will not within 1 V. c. 26, [1188].
 - personal representative cannot sue as sole plaintiff, 1200.
 - right to judgment or order against, 1199, 1200.
 - sale of, conduct of, right of plaintiff to, 1207.
 - deficiency of personal estate raised by, [1231].
 - directed in first instance, 1206.
 - but not against will of beneficiaries, 1206.
 - free from incumbrances, under Conveyancing Act, 1208.
 - in mortgagee's action, 1185.
 - leave to apply in chambers as to purchase-money, [1230].
 - mortgagee's consent, with, 1207, 1208, 1214.
 - on further consideration, [1239].
 - order of sale of descended and specifically-devised estates, 1207.
 - vesting lands sold in purchaser, 1054, 1207.
 - where there are distinct incumbrances, 1207, [1291].
- receiver, continuing, on further consideration, 1232.
 - pendente lite*, appointment of, 1191.
- recognizances and statutes, priority of, over other debts, 1201.
- recoupment of money paid by mistake to creditors, 1410.
- redemption by plaintiff against incumbrancer, 1300.
- refunding, in action by mortgagee, 1211.
 - legatees and others, by, [1393, 1394], 1395—1397.

CREDITOR'S ACTION—continued.

- rents, account of, 1208, [1230, 1240, 1233].
- arrears of, no priority over simple contract debts, 1202.
- representation in, 1191, 1192.
- administrator *ad litem*, when sufficient, 1191.
- secured creditor, action by, 1209 *et seq.* See *supra*, "mortgagees."
- proof by, 1212, 1213, 1234, 1270.
- separate accounts, payment in of proceeds of incumbered estates to, 1207.
- single creditor's suit, 1191.
- solicitor, debts under £10 paid to, 1226, 1232.
- solicitor's lien, priority of, 1203.
- stamp on probate, 1193.
- statute, debts having priority by, 1200.
- stay of proceedings in, 1190, [1215].
- subsequent interest, [1235], 1226, 1231, 1232. See *supra*, "interest."
- summons, order for administration on, [1187], 1189, 1197.
- surviving partners, action by, 1199.
- taxation of costs, assets deficient, 1232, 1233.
- title of action, when to be on behalf of other creditors, 1189, 1181, 1211.
- transfer of action from Queen's Bench Division, [1187].
- transfer of, to or from County Court, 1190.
- Trustee Acts, powers of Court under, on sale of realty, 1068, 1069, 1207.
- undertaking to pay debts, payment on, 1223, [1233].
- undischarged bankrupt, against estate of, 1199.
- voluntary covenant or bond, by creditor suing on, 1198, 1202.
- voluntary release of debt, effect of, 1202.
- wagering debt, proof for, 1218.
- writ in, indorsement of, 108.

CREDITOR'S DEED,

- costs of trustees of, when allowed, 993, 994.
- retainer of solicitor by trustees of, 916.

CRIMINAL PROSECUTION,

- appeal does not lie to Court of Appeal in criminal matters, 387, 407, 722.
- discovery which might expose party to, not required, 83.
- production of documents not given to aid, 84.
- stay of, by Chancery Division, 704.

CRIMINATING QUESTIONS,

- need not be answered, 83.
- what are, 83.

CROSS ACTIONS,

- stay of proceedings in case of, 706.

CROSS APPEALS,

- practice as to, 228, [718], 737, 738.

CROSS-EXAMINATION,

- account, on, 1158.
- on affidavits generally, [88], 93. See *AFFIDAVIT*.
- costs of, 93.
- in chambers, [88].
- on affidavit as to documents not permitted, 64.

CROSS-EXAMINATION—*continued*.

- on affidavit in support of petition, 341.
- on affidavit in support of summons, 278.
- on affidavit of claimant in creditor's action, 1216.
- production of documents on, by company, 63.
- time for giving notice of, 93.

CROSS-MOTIONS. *See* **MOTION**.

- order on, [343].

CROWN,

- account against, 349, 1170.
- against agent of, 1155.
- administration action against, by summons, 1249.
- administrator on behalf of, account against, [1385].
- costs given for and against, [348], 349, [1089].
- debts to, priority of, 1200.
- Debtors Act does not apply to, 386.
- discovery not given against, [59], 349.
- executor, right of, to residue as against, 1354.
- foreclosure against, [1579], 1585.
- interpleader against, 440.
- invention, patented, right of, to use, 551, 1982.
- issue against, as to land reclaimed from sea, 333.
- legacy lapsing to, [1384, 1385], 1387, 1388.
- Limitations, Statutes of, not applicable to, 350.
- manors, application of compensation money on enfranchisement of, 2079.
- petition of right to, 348—350. *See* **PETITION OF RIGHT**.
- Prescription Act, not bound by, 350, 494.
- redemption by, on forfeiture and escheat, 1585, 1602.
- refunding by, 1397.
- relief when granted against, 349, 350.
- surety paying debt due to, rights of, 1200.
- Treasury Solicitor, and Assistant Paymaster, transfer to, as nominees for, [1384, 1385], 1387.
- account against, having administered, [1385].
- vesting order, as against, 1054, 1082.
- visitorial jurisdiction of, 1092.

CURTESY (TENANT BY), 764, 773, 783.**CUSTODY,**

- discharge of prisoner from, 411—416.

CUSTODY OF INFANT, [877—883], 883—885. *See* **INFANT**.**CUSTOM,**

- copyholders, for lord to grant waste with consent of, 517 (*add.*).
- copyholds, to work mines under, 502.
- issues as to, [335].
- partnership, of, effect of, on accounts, 1804, 1817.
- recreation, as to right of, 518.
- Stock Exchange, of, 1968, 1969. *See* **STOCK EXCHANGE**.
- tenant, for, to sell surface flints, 502.
- trading, of, followed, in taking account in partnership action, 1804, 1831.

CONSUMERS' BILL.

inquiry as to, [305, 1205].

CUSTOMERS.

Discovery of names and addresses of, order for, [505].

Injunction against supplying to, [305], 502.

CT-PHOS 1898-1899. See **CHARTER.**

DAMAGES.

assessments of sum for, by consent, [454].

assessed at the hearing, [454].

under undertaking, 454.

Injunction not granted where damages adequate remedy, 460.

Inquiry as to, after judgment, [455].

after writ of *ex parte*, [455].

assessments before, from obstructing, [455], 492.

directed, though injunction refused, 492.

costs of, 211.

determination of factiousness from, [445].

injunction, in action for, [455], 461, [455].

when refused, 492.

interim injunction, examined by, under plaintiff's undertaking, [455].

measures profits, in nature of, 145.

non-performance in prospect, by reason of, [1803].

nominal, assessed by, [301, 325], 513.

profits, from infringement of, [301].

Discovery in aid of, 509.

road, from obstructing, [305].

specific performance, in action for, [1833], 1846, [1851, 1898, 1897], 2401.

stable, from nuisance caused by, 522.

undertaking, under, [455].

val., from wrong building of, [305].

water, from interference with, [305].

from pollution of, [305].

wrongful use of process of Court, in respect of, 416.

issues as to, [328], 513.

Judgment leave to order, for amount to be certified on inquiry, [445].

Injunction as grant, and mandatory injunction, 461, 462.

Hybrid or penalty, 463, 469, 1875.

Lord Cairns' Act, under, 461, 492.

loss of title deeds, by, 1873.

married woman, recovered by, are separate property, 750.

measure of, by breach of agreement to assign lease, 1846, 1893.

Injunction to restrain sale of shares, by, 455 (add.).

Minerals, by working, [454]. See **MINE.**

Motion, given on, in specific performance action, if not given by judgment, 1843.

Nuisance, in cases of, where actual and permanent damage, 525, 532.

obstruction of road, by, [305].

DAMAGES—continued.

- payment of, assessed at trial, [490].
- security for, on injunction against waste, [474].
- shares, in case of false issue of certificate of, 1920.
- specific performance actions, granted in, 1846, 1848, 1849.
- sum certain to be paid for, [454].
- trade-mark, in action for infringement of, 544.
- undertaking as to, on interlocutory injunction, [452], 455.
 - by company, 455.
 - by person out of jurisdiction, 456.
 - mode of assessing damages under, 456.
 - offer to accept sum under, [454].
 - on granting *ne exeat*, [449].
- Vendor and Purchaser Act, awarded under, [1882].

DAUGHTER,

- issue as to, [831].

DAY,

- cause, to show, against judgment, 779, [827—829], 830—833, [1580].
- costs of, [41], 43, [122], 165.

DEALINGS AND TRANSACTIONS. See ACCOUNT; PARTNERSHIP.

- account of, against agent, [1168—1169].
- against solicitor, [935, 936].
- between partners, [1799, 1801, 1802, 1812], 1813.
- trust funds, with inquiries as to, [953—956, 971—974].

DEATH,

- abatement, none by, if cause of action survives, 103.
- evidence of, by certificate, 137.
 - forms of entering certificate of, [128, 129].
- probate or letters of administration not evidence of, 137.
- inquiries as to, [1331].
- presumption of, declared, [1349, 1391].
 - cestui que vie* declared to be deemed dead under 6 Anne, c. 18, [1495].
 - preliminary inquiries, [1331].
 - when death will be presumed, 1391, 1392.

DE BENE ESSE,

- evidence, entering, in judgment, [128], 134.
- evidence, taking, practice as to, 95.
- order to take evidence of aged witness, before examiner, [89].

DEBENTURES,

- accounts in debenture holders' action, [1684, 1688].
- distinguishing between capital and income, [1686].
- charity, validity of gift of debentures in favour of, 1144.
- debenture stock, 1691.
- declarations as to rights and priorities, [1685—1687, 1689].
- floating security, debenture taking effect as, 1692.
- inquiry as to debentures issued, [1684, 1688].
 - and property comprised therein, [1685].
- investments by trustees upon, 1001—1003, 1693.
- irregularity in issue of, effect of, 1691, 1692.

DEBENTURES—continued.

- issue of, at discount, 1691 (*add.*).
- judgment creditors, debenture holders entitled to stand as, [1686].
- modification of rights of holders by resolution of majority, 1674 (*add.*).
- Mortgage Debenture Acts, under, 1693.
- payment by liquidators of company, [1687].
- priority of, [1687], 1691, 1692.
- realization and getting in of property comprised in, [1685, 1687].
- receiver or manager, appointment of, [648], 649, 656, 663, [1686], 1692, 1693.
- with liberty to take further proceedings, [1687].
- registration of, 1690.
- remedies available to debenture holders, 1692.
- sale by Court on application of debenture holders, 292.
- sale of property, [1686].
- trust or 'covering' deed, declarations, &c. in reference to, [1685, 1686].
- uncalled capital, comprising, 1692 (*add.*).

DE BONIS ECCLESIASTICIS,

- writ of sequestration, 376, 396.

DEBT. See CREDITOR'S ACTION.

- account, &c. of, in creditor's action, [1186], 1219. *See CREDITOR'S ACTION.*
- admission of, [1186, 1187], 1198, 1199, [1577].
- affidavit of, by claimant in creditor's action, 1216.
- allowance or disallowance of, [1214, 1215], 1216—1225. *See CREDITOR'S ACTION.*
- apportionment of, where assets deficient, [1237, 1238].
- appropriation of payments, 966, 1164, 1165.
- assignment of, 439, 1684, 1663. *See CHOSE IN ACTION.*
- attachment of, [430], 431—435. *See ATTACHMENT.*
- charge of, on real estate of testator, 1203, 1204, 1292, 1298.
- composition of, liberty to executor to accept, [1317, 1318], 1320.
- contingent, appropriation of sum to meet, [1280, 1281, 1411].
- dilapidations, for, rank of, in administration, 1217.
- dividend on, to be paid, [1238].
- election between, and legacy, 1346.
- executor, by, extinguishment of, 1320.
- extinguishment of, by discharge from arrest, 1584.
- gaming, bill of exchange for, dealing with, restrained, 617.
- proof for, in administration action, 1218.
- getting in, duty of executor as to, 1319.
- interest on, 1181, 1205, 1206. *See INTEREST.*
- judgment creditor, rights of, 1584, 1719—1723. *See JUDGMENT CREDITOR.*
- judgment in default of pleading in action of debt, [148].
- legacy of, to debtor, 1366.
- Limitations, Statute of, when a bar to, 1220—1225. *See LIMITATIONS.*
- locality of, 1338.
- married woman, of, separate property when bound by, 753.
- marshalling assets for payment of, [1396—1406], 1406—1408. *See MARSHALLING.*
- notice of claims to, interpleader, 440.
- order of administration for payment of, 1406—1408.
- order of payment of, 1200—1203.

DEBT—continued.

- partnership, of, 1821 *et seq.* See **PARTNERSHIP**.
- receiver to get in debts of, [641], 655.
- payment of, ordered, [1225—1231], 1232 *et seq.* See **CREDITOR'S ACTION**.
- on admission of assets, [1186].
- priority of, 1199, 1202, 1203, 1236.
- proof of, in creditor's action, 1212, [1214, 1215], 1216—1225. See **CREDITOR'S ACTION**.
- real estate, interest in, declared subject to testator's debts, [1393].
- receiver directed to pay or recover, [644, 645], 655, 656.
- release, voluntary, of, effect of, 1202.
- retainer of, by executor, [1285], 1286—1288. See **EXECUTOR**.
- satisfaction of, by legacy, [1346], 1352.
- separate estate, binding on, 753.
- specialty, breach of trust, when, 967.
- and simple contract, rank equally, 1202, 1408.
- subsequent interest, [1225], 1226, 1231, 1232.
- under £10, paid to solicitor, where funds in Court, 1226, 1232.
- voluntary covenant, on, 1202.

DEBTORS ACT, 1869..384—386, 388.

- attachment under, against solicitor for not paying balance, [270], 271, [940], 944.
- bankruptcy when a protection from arrest under, 378, 379, 409.
- committal for six weeks under s. 5..388.
- contempt, power of committal for, not affected by, 386, 407.
- Crown debts, Act does not apply to, 386.
- default by trustee ordered to pay money, [385], 415, 969, 990.
- discharge of prisoner under, [413, 413], 415.
- inability to pay, defence of, under Act of 1878..386, 415.
- instalments, payment by, ordered, [382].
- jurisdiction under, when and how exercised, 384—386, 388.
- non-payment of taxed costs, [369].
- orders under, enforcing payment by attachment or committal, [381—384].
- sequestration under, 393, 394.
- solicitor, when liable to attachment under, 385, 944.
- writ of *ne exeat*, subject to provisions of, 450.

DEBTORS ACT, 1878..386, 415.

- discretion under, exercise of, reviewed on appeal, 386 (*add.*).

DECLARATION,

- evidence, when admissible in, 135.
- nationality, of, 139.

DECLARATION OF RIGHT in judgments, 144, 145.

- as to future contingent and merely legal rights, 144, 145.
- as to merely legal right, 145.
- between co-defendants, 144.
- injunction, where relief by, refused, 145 (*add.*).
- legal estate held to pass by, 1916.
- may be made without administering consequential relief, 144.
- but may be made on petition, 144, 341.
- phraseology of, 1269.

References to the Forms are printed thus [456].

DECLARATION OF RIGHT—*continued.*

practice as to, altered by Judicature Act, 144, 145 (*add.*).

rectification, of, indorsed on settlement, [1433—1439], 1441.

in particular cases—

abatement and apportionment, as to, [1394, 1391, 1392, 1393].

abatement from purchase-money, as to right to, [1677, 1678].

absolute conveyance, of right to, [1596, 1696, 1698, 1700, 1702].

account stated to stand, with leave to surcharge and falsify, [1174].
to be opened, [1176].

accumulation of income, as to, [1348, 1355].

trust for purpose involving, declared invalid, [1848].

ademption and satisfaction of bequests, as to, [1346, 1347, 1364].

adoption of accounts and proceedings, as to, [833].

advancements, as to, [1459].

advison, as to right to partition of, [1506].

after-acquired property, as to agreement for, settlement of, [1424].

agent accountable for profits, as to, [1167].

agreement, declared binding, [1423], 1424, [1632, 1660, 1667].

provided good title can be made, [1849].

to be specifically performed, [813, 1423, 1424, 1694, 1632, 1633, 1695].

allowance of remuneration for managing farm, as to, [1313].

allowances, as to, of sums in account, [1150, 1167].

annuity, charged on realty, as to payment of, [1375].

declared only for life and from end of accumulation period,
[1373].

enforcing agreement to grant, [1896].

fund, to form part of residue, [1371].

land discharged from, on payment into Court, [1374].

payable during widowhood, as to, [1372].

raiseable by sale or mortgage, as to, [1376], (*add.*).

appointed estate, as to persons to administer, [1459].

appointment, setting aside, as fraud on power, [1466].

will effectual as, [1345, 1459, 1465].

apportionment of capital and income, as to mode of, 1412, [1412].

legal and equitable assets, as to, [1404].

appropriated fund to sink into residue, [1371].

appropriation of funds to meet bills of exchange, [1971].

assets of partnership, as to property forming, [1799].

assignment, as to defendants being bound to accept, [1897].

balance of mortgage debt declared payable out of general assets,
[1209].

balances, as to, left with banker of executors, [963].

bill of exchange, as to amount due on, [756].

breach of trust, as to liability for, [955, 957, 972, 973, 974, 983, 985,
1494].

as to income of fund replaced by representatives, [974] (*add.*).

burial fees, as to right to, [1975].

business, profits of, declared to be income, [1417].

calls on shares, as to liability to pay, [1964].

as to raising, [1283].

canal proprietors, as to water rights of, [511].

capital and income, as between, [1411—1413, 1417].

DECLARATION OF RIGHT—*continued.*in particular cases—*continued.*

- charge, of, [829, 1659, 1715].
 - equitable, [1695—1703].
 - in favour of debenture holders, [1695, 1696, 1699].
 - in favour of judgment creditor, [1715].
 - maintenance of infant, for, [850].
 - on interests under settlement and in cash in Court, [1659].
 - on proceeds of sale of coffee, [1971].
- charity, gift to, declared void, [1124, 1125, 1126, 1128, 1131, 1133].
 - pro tanto*, [1124, 1126, 1133, 1134].
 - fund to be applied for purposes of, [1126].
 - not to be so applied, 1134.
 - legacies to, to abate, [1132].
 - to be paid out of residuary personalty and specifically devised realty *pari passu*, [1403].
 - property of, as to right to sell, [1110].
 - as to mode of letting, [1117].
 - trust for, declared, [1119].
- children, as to illegitimacy of, [1919].
- class, of rights of, to take, [1344, 1345, 1347].
- clear residue, as to distribution of, [1412].
- coal, as to rents of seam of, 475.
- common, of right of, [514—516].
- compensation or abatement, as to, in specific performance action, [1677, 1678].
- consolidation of mortgages, as to, [1734, 1735].
- contempt of Court, as to, by absconding with infant, [897].
- contingent remainder, of title to, [1882].
- contract, setting aside, for misrepresentation, [1932, 1935].
 - for surreptitious dealings with agent, [1940].
- contribution, as to, as between *cestuis que trust*, [974].
- contribution, as to, as between parties liable, [1775, 1776, 1778].
 - debts, for payment of, [1357, 1358, 1359, 1401, 1403].
- conveyance, as to execution of, to carry into effect articles of separation, [812].
 - as to right of purchaser to, on special terms, [1884].
- conveyance destroyed by settlor, as to terms of, [1917].
 - in fraud of creditors, declared void, [1951—1953].
- copyhold, comprised in security, as to, [1625].
- copyholds, as to fines on, and right of admission to, [1438, 1975].
- costs, as to charge of, [213, 424, 1896].
 - as to liability to pay, [941].
 - as to payment of, [1131, 1394].
 - as to priority of, [1211].
 - as to right to be indemnified against, [1777].
 - of attempted sale under Settled Land Act, as to, [1521].
 - of inquiry as to sale at alleged insufficient price, as to, [1627].
- covenant, of breach of, [597].
- creditor, of rights of mortgagee as, [1209, 1010].
- creditors, deeds declared fraudulent as against, [1951, 1952, 1953].
- criminal prosecution, as to deed executed for purpose of stifling, [1942].
- Crown, of title of, [1385].

DECLARATIONS OF RIGHT—continued.

in particular cases—continued.

- death, as to presumption of, [1349].
- debenture holders, as to rights and priorities of, [1685, 1686, 1686].
- debt declared chargeable on estate, [756—758].
 - payable out of realty, [1125, 1292, 1298].
 - wholly out of pure and impure personality, [1120, 1120, 1290, 1295].
- debt, as to contribution to, by specific bequests and devises, [1357, 1295].
- deed declared void, [1221, 1261].
 - as to security only for amount due, [935, 936, 1174].
- deed in execution of power, supplying, [1465, 1466].
- deficiency of assets charged on realty to be made good out of corpus, [1375].
- demerative legacies, as to, [1294].
- destruction in nature of waste, of liability for, [1233].
- disentailing deed, of title under, to past and future rents and personal estate as to be invested, [1490].
- disposal, as to, [1231].
- disposal as matter of law, as to validity of, [1265].
- double contingency, of failure of devise on, [1249].
- ecclesiastical property, as to dealing with, [1466, 1461].
- election, as to liability and mode of making, [1330—1343].
- equitable lien or charge, of, [1696—1702].
- equitable mortgage, of rights of, [1696, 1210, 1694—1702, 1707, 1667].
- equity of redemption, how vested, [1725].
- equity to settlement, as to, [735].
- establishing conveyance fraudulently destroyed, [1217].
- execution of works, as to, [1150].
- executors as to special remuneration to, [1212].
- executory settlements as to carrying out of, [1442, 1445, 1447].
- fines as holding society, as to liability to pay, [1764].
- foreign law, as to rights and liabilities under, [1233].
- foreign securities, as to continuance of, [1217].
- forfeiture, of, by marriage, under 4 Geo. IV. c. 76, [904, 905].
 - of legacy, [1250].
 - of life estate, as to, [1479].
- foreign transfers, as to invalidity of, [1212].
- fraudulent transactions, setting aside, [1466, 1625, 1222, 1227, 1229, 1252, 1253].
- freight and earnings, as to liability of, for disbursements, [433].
- general devises and bequests, declarations relating to, [1244—1250].
- glebe lands, as to erection of buildings on, [2025].
- ground rents, declared to be personality and not to be sold, [806].
- guaranty, as to construction of, [1773].
- heir, as to right of, to have purchase completed, 1306.
 - declared entitled, [1120, 1250].
 - declared trustee, trustees having disclaimed, [1250].
 - purchaser, becoming, to hold discharged from creditors' claims, 301.
- heirloom, as to executory trust of, [1263].
- highway, that local board not entitled to obstruct, [507].
- hockpot, as to bringing sums into, [1450].

DECLARATION OF RIGHT—continued.**in particular cases—continued.**

- house fit for habitation, as to completion of, [1887].
- illegitimacy, of, [1919].
- inclosure of waste lands, of commoners' right to prevent, [514].
- income, profits of business declared to be, [1417].
- incompetency, of, to purchase by reason of fiduciary relation, [1929].
- incumbrancers on shares, as to priority of, [1260].
- incumbrances, of right of, as to property fraudulently omitted, [1635].
- indemnity, of right to, [991, 1283, 1777, 1779, 1794, 1964—1967].
- infant, as to custody and control of, [832].
 - as to religious education of, [881].
 - as to rights of, to share in business, [1827, 1828].
- declared trustee, [1057, 1061, 1444, 1543].
- heir declared entitled to surplus, [1259].
- judgment not binding on, [832].
- residue to be held in trust for, [1119].
- that offer is for benefit of, [828, 829].
- that postponement of sale is for benefit of, [866].
- injunction, of right to, to restrain running of trains, 594.
- insolvency, of rights of parties consequent on another's, [955].
- insurance, of right to receive amount of, [1777].
- interest, as to charging executors with, [963].
- interest at 5 p. c., as to charging, [1759].
- intestacy, of, [1346, 1385].
- investment, impropriety of, as to, [972, 974 (*add.*)].
 - less sum, improper investment declared good for, [974 (*add.*)].
- jewels, as to right to, [1363].
- joint and several liability, of, [1424, 1936].
- joint tenancy, as to severance of, [1863].
- jointure, equitable, of plaintiff's right to, [811].
- judgment creditors, debenture holders entitled to stand as, [1696].
- judicial separation, as to effect of decree for, [816].
- land, of right of railway company to take, 594.
- lapse of devise or bequest, as to, [1181, 1344].
- larch plantations, as to proceeds of, [1474].
- lease, as to agreement for, [1119].
 - as to invalidity of, [1118].
 - as to terms of, [1886, 1887, 1896].
- lease, defendant declared trustee for purpose of granting, [1000].
- leaseholds, as to vesting of, in trustees for legatees, [1363].
- legacy, as to appropriation to answer, [1239].
 - as to raising, 1241.
 - as to validity, lapse, waiver of, &c. [1344—1350].
- legacies not entitled to priority over annuities, [1383].
- legatee not entitled to accept part only, [1363].
- level crossing over railway, of right to use, 506.
- lien, of, for advances to executor, [974].
 - for expenditure on land, [1707].
- partnership, on share in, [1828].
- partnership property, on, for assets employed in business, 985.
- policy of assurance, on, [1699, 1708].
- Public Health Act, under, [1706, 1709].

DECLARATION OF RIGHT—*continued.*in particular cases—*continued.*lien, of—*continued.*

purchaser, of, for deposit, [1888].

reversion, on, [1708].

solicitor, of, on property recovered or preserved, [925—930].

vendor, of, for unpaid purchase-money, [1902, 1903].

Lloyds' bonds, of rights of holders of, [1688].

lost settlement, establishing from draft, [1906, 1917].

property declared subject to trusts of, [1907].

lunatic, as to sum advanced for, [1458].

maintenance and fortune of infant, as to, [850].

management of colonial estate, as to, 683.

mansion-house, as to raising sum for rebuilding, [1478].

marital rights, deed declared a fraud on, [1951].

market, of right to, [518].

marriage articles, as to carrying out, [1443, 1443].

marriage, as to invalidity of, [1433].

marriage declared void and property vested in Crown, [1335].

marriage of infant, as to propriety of, [903].

married woman, of charges on property of, [756, 757, 758].

of rights of, after judicial separation, [816].

marshalling assets, as to right and mode of, [1396—1404].

marshalling securities, as to right and mode of, [1733—1740].

mines, as to liability for wrongful working of, [499].

minister disentitled to officiate, as to, [612].

misrepresentation in prospectus or by promoters of company, of rights consequent on, [1932, 1935].

missing instrument, as to contents of, [1906].

mistake, that deed executed or prepared by, [1432, 1437, 1438, 1912].

modification, agreement binding, subject to, [1896].

mortgage, as to premises to be included in, [1625].

mortgage to stand as security only for what actually due, [935, 1759, 1948].

mortgagee, of right of, against several defendants, [1638].

mortgagee, of right to, to payment out of assets, [1209, 1311].

Mortmain Act, that property is not within, [1138].

mutilation, that validity of deed not affected by, [1913].

neglect to give notice, as to damage by, [1744].

negligence, as to liability of vendor for, [1865].

next of kin, as to right of, [1945].

objection of purchaser, as to invalidity of, [1833].

occupation rent, sum for, charged on particular share, [1541].

oyster fishery, of right to, [623].

parliamentary deposit, as to application of, [2055, 2056].

partition action, in, as to rights of parties, [1535, 1538, 1543, 1559, 1566].

parties to, declared trustees, [1061, 1062, 1063, 1547].

partner, deceased, as to liability of estate of, [1819].

partnership, as to validity of, and rights under, [1793—1795, 1804, 1813, 1827, 1828].

as to dissolution of, [1795, 1801].

as to property of, [1799], 1800.

as to right to return of premium, [1803].

realty of, to be deemed personalty, [1828].

DECLARATION OF RIGHT—continued.**in particular cases—continued.**

- pasture, of right to common of, [514].
- personal liability of trustee, as to, [957, 973, 974, 985, 1445].
- persons meant, as to, [1344].
- portions, as to, [1456, 1457].
 - as to insertion of power for charging, in settlement, [1446].
- postponement of sale of realty, as to, [866].
- pre-emption, of right of, [1305].
- prejudice, without, to other questions, [1346, 1347, 1432].
- presentation, as to right of, [610, 1567].
- presumption of death, of, [1349, 1391].
- priorities of incumbrancers, as to, [1260, 1687, 1724, 1742—1745, 1760].
- priority, of, in administration actions, [1260].
 - of executor's costs, as to, [1211].
- proceedings declared improper, 941.
- profits, as to mode of division of, [1814].
 - apportioning, between *corpus* and income, [1629].
 - of right to account of, [1627].
- promissory note, as to money payable under, [1698].
- property fraudulently omitted from security, as to, [1625].
- protector of settlement, as to, [1496].
- purchase-money, as to payment of, out of personalty, [1303].
- purchaser, as to invalidity of purchase by, in fiduciary relation, [1929, 1930].
- purchaser's lien, of, for deposit and costs, [1668].
- railway company, as to agreement by, to construct siding, [1894].
- railway company, as to breach by, of covenant as to working, [597].
- railway company declared bound to purchase whole property, [595].
- railway contractor, as to sums to be allowed to, [1150].
- railway rent-charges, of rights of holders of, [1689].
- realty, as to exclusive liability of, [1392].
- realty, as to raising debts out of, [1398—1400].
- recoup, life interest liable to, [424].
- recouping executor, as to, [1409].
- rectification of deed, as to, [1436—1439, 1912].
- redemption, as to right of, [829, 1433, 1728, 1729, 1734, 1735, 1745, 1758].
 - of particular stock on payment of share of debt, [1660].
- re-establishing deed, on appeal, [1913].
- refund, of liability to, [941, 1393].
- re-investments, as to, under Lands Clauses Consolidation Act, [2017—2061, 2025].
- remoteness, as to gift void for, [1347, 1348].
- renewal of leaseholds, as to expense of, and setting aside sums for, [1496, 1491].
- rentcharges, as to right to charge for arrears of, [1759].
- rents, as to raising debts out of, [1396].
- requisition sufficiently answered, [1780, 1882].
- residue, as to distribution of, [1258].
 - debt declared payable out of, [1289].
 - declared free from debts, [1288].
 - distributable under statute, [1345].

DECLARATION OF RIGHT—continued.**in particular cases—continued.****residue—continued.**

funds forming part of, as to, [1394].

rights of tenant for life and remaindermen of, as to, [1411—1417].

restraint on anticipation, as to removal of, for benefit of feme, [766].

satisfaction of portions, as to, [1456].

scheme of arrangement by railway company, as to effect of, [3048].

school property, as to, [1084].

securities, of right to benefit of, for balance of account, [935, 936].

what comprised in particular description, and as to conversion of, [1317].

security, of validity of, [1776].

that absolute conveyance ought to stand as, [1929, 1930, 1946].

separate estate, of charge on, [756, 757, 758].

sequestrators, of interest of claimant, effectual as against, [401].

set-off, as to right of, [1886].

setting aside deed or agreement, as to, for fraud, [1794, 1922, 1923, 1939].

for improvidence, [1433].

for mistake, [1433].

on void marriage, [1433].

settlement, as to enforcing agreement for, [1492—1495].

as to form of, to be made, [795—799, 801].

as to rectifying, [1436].

shares, that property is divisible in, [933, 1256, 1255, 1538, 1542, 1549, 1550].

shifting clause, as to insertion of, in settlement, [1446].

solicitor entitled to charge on property, &c., [925—930].

of liability of, to refund, &c., [941, 942].

solicitor, setting aside release of debts given by client to, [1947].

solicitor-trustee, as to right of, to charge [1940], (*add.*).

specific gift, as to, [1346].

specific legatees, as to contribution by, [1357—1359].

specific performance, of right to, [813, 1423, 1442, 1443, 1604, 1632, 1633, 1633, 1680—1683, 1677, 1687].

defendant in action for, declared trustee, [1060, 1061].

statutory powers, as to damage to land under, [2006].

stifling prosecution, as to invalidity of deed for purpose of, [1948].

stock-broker entitled to benefit of securities, [1168].

Stock Exchange, of rights and liabilities under customs of, [1964—1967].

stocks in foreign funds, as to, [1317].

stone gotten between agreement and completion, as to, [1896].

stoppage *in transitu*, of right of, [1973].

strict settlement, as to course of, [1443].

surety, as to rights of, generally, [1775—1780].

marshalling, in favour of, or against, [1738, 1739].

of discharge of, [1780, 1781].

of right of, to proportion of dividend, [1775].

surplus, of mode of application of, [1211].

that infant heir is entitled to, on sale of realty, [1259].

tenant for life and remainderman, adjusting rights of, [1410—1417, 1724, 1726].

tenant for life, trustees entitled to income of replaced investment during residue of life of, [974].

DECLARATION OF RIGHT—continued.**in particular cases—continued.**

- tenant in common, of right of, [1350].
- tenant in tail, of title of, [1448].
- timber, as to felling, [1473].
 - as to power of felling, to be inserted in settlement, [1447].
- title of plaintiff, as to, where purchase set aside for mistake, [1911].
 - where settlement established, [1917].
- title, that purchaser bound to accept, [1833, 1850, 1860, 1867].
- title, that vendor has not shown sufficient, [1883, 1884].
- trade, as to assets employed in, [985].
- trade mark, that registration of, ought to be proceeded with, [1989].
- trust fund, of particulars of, [1424].
- trust, real estate subject to, for apprenticing children, &c., [867].
- Trustee Act, 1888, action by tenant for life barred under, [974, (*add.*)].
- trustee, defaulting party declared, in specific performance action, [1900].
 - defendant declared, [1060, 1061].
 - infant declared, [829].
- trustee, mortgagor declared, for mortgagee, [1030].
- trusts of meeting houses, of, 1084.
- trusts of settlement, of, in order, [795—799, 891].
- trusts of will or settlement, as to execution of, [1238, 1443—1447, 1454].
- ultra vires* acts, of, [901].
- unborn persons, as to interests of, [1057—1062, 1067, 1433].
- uncertainty, gift void for, [1363].
- undue influence, that gift obtained by, [1942, 1943, 1944].
- valuation declared to be binding, [1897].
 - defendant charged with amount of, [1175].
- vendor's lien, of, for unpaid purchase-money, [1902, 1903].
- vesting, as to period of, [1347].
- voluntary conveyance declared void, [1959].
- waiver of title, as to, [1889].
- waste, as to liability for, 473, 475, [1333, 1473].
- water, of right to use, [510, 511].
- way, right of, as to, [505], 506.
- whole of premises, railway company bound to purchase, [2008].
- widow entitled to personalty as specific bequest, [1288].
- will, as to property applicable for purposes of, [1119].
 - as to property passing by, [1340].
- will, true construction of, as to, [1447].
- windfalls, as to, [1474].
- works, of rights under contract to execute, [1149].

DECLARATION OF TITLE ACT, 1862 (25 & 26 V. c. 67), CHAP. XXXIX., 2084, 2085.

- advertisements under, [2084], 2085.
- conditional order after certificate, advertisements directed (ss. 8, 9), [2084].
- effect of declaration under, 2085.
- final order after advertisements (s. 15), [2085].
- provisions of Act, 2085.
- reference of title (s. 6), [2084].
- security for costs, [2084], 2085.

DECREE. *See* JUDGMENT.

use of expression "decree" superseded, 2.

DEED,

acknowledgment of, by married woman, 777, 789, 790. *See* MARRIED WOMAN.

cancellation of, [1432, 1433, 1433, 1447, 1913].

deed declared not affected by, [1914].

consideration for, proof of, 1426.

delivery up of, in action to ascertain boundaries, [1573].

in charity cases, [1106, 1113].

in foreclosure and redemption actions, [1575, 1580, 1594]. *See* FORECLOSURE.

in specific performance actions, [1850, 1865], 1873, 1874, [1899].

out of Court, [86].

by solicitor on payment of taxed bill, [330], 231, [245].

to new solicitor, [919].

without prejudice to lien, [919, 921].

where settlement set aside or new trustee appointed, [1106, 1433, 1443].

without prejudice to lien of plaintiff for payments made, [1444].

deposit of, in Court, [47, 48, 1736]. *And see* DEPOSIT.

entering, in order, forms of, [126].

evidence of, 138, 139. *See* EVIDENCE.

execution of, directed, [375, 1694—1696].

enforcement of, 381.

execution of, in blank, 1921.

fraud, rectifying or setting aside, on ground of, 1917. *See* FRAUD; MISREPRESENTATION.

deed, whether void or voidable for, 1923.

injunction against accepting, holding, or executing, [633].

involment of, [1123], 1136—1138, 1492.

issues as to validity of, [331, 333], 334.

lost, established from draft, 1906.

inquiries and orders as to, [1906—1908], 1909.

jurisdiction to grant relief in respect to, 1909.

costs occasioned by loss of, 1910, 1911.

evidence required, 1909, 1910.

indemnity and compensation in respect of, [1907, 1906], 1910.

mistake, rectifying or setting aside, on ground of, [1430, 1911, 1912], 1914—1917.

mortgage by deposit of, 1703. *See* MORTGAGE, EQUITABLE.

mortgagee, production by, 1611, 1612.

mutilation of, [1913].

partition action, directions as to, [1559], 1570, 1571.

partnership, of, directed to be settled, [1793], 1797.

cancelled, [1794].

possession of, inquiry as to, [956].

priority by, 1754, 1755.

purchase, delivery up of deeds to, [1861, 1863], 1873, 1874.

without notice, not ordered to deliver up, 1584, [1743], 1755.

retainer of, by solicitor of mortgagor for costs, 1612.

secondary evidence of, 1909, 1910, 1918.

separation, of, 813—816. *See* SEPARATION DEED.

DEED—continued.

setting aside, 1431, [1432, 1433], 1434, 1435. *See* FRAUD; MISREPRESENTATION; MISTAKE.

settling, in chambers, 283.

solicitor, duty of, to inquire for deeds, 1753.

stamps on, 139—141.

solicitor to secure proper, at own expense, [942].

suppressed, relief in respect of, [1917], 1918.

tenant for life, right of, to custody of, [1477], 1482.

DEEDS OF ARRANGEMENT ACT, 1887..1957.**DEFAULT,**

costs, in payment of, stay of proceedings on, [116], 117.

receiver, by, proceedings in case of, 679, 687.

DEFAULT OF APPEARANCE,

account, judgment or order for, 148, 1153.

appeal, on hearing of, 734.

entering judgment on, 148.

mode of, 150, 151.

counterclaim, to, 150, 155.

damages, judgment after assessment of, [147].

dismissal of action for, [122], 123.

dismissal of appeal for, [718], 734.

documents and pleadings after, to be filed instead of being delivered, 150.

firm, by, 148, 151.

entering judgment on, 149.

foreclosure action, judgment in, 1575, 1583, 1656.

interlocutory judgment on, [146].

judgment on, for debt or liquidated demand, [146, 147], 148.

detention of goods, or damages, for, [147], 149.

land, for recovery of, [148], 149.

motion for judgment, on, [154].

leave to defend after judgment, on payment of costs, 25.

motion for judgment in case of, 156.

notice of motion, filing and service of, in case of, 156, 345.

petition, on hearing of, 341.

recovery of land, in action for, 149.

restoring action dismissed for, [122].

setting aside judgment obtained by, 122, [148], 827.

several defendants, by, 148.

trial, default of either side at—

affidavit of service, form, filing and production of, 122, 133.

costs of cause struck out, 122, 123.

judgment on, absolute in first instance, 122.

but may be reopened, or set aside, 122.

mode of proceeding, 122, 133.

trial of issue, default at, 328.

DEFAULT OF PLEADING,

by one of several defendants, 121.

by plaintiff; dismissal of action on, [118].

in action for detention of goods or damages, [147].

DEFAULT OF PLEADING—continued.

- in action to recover land, [147].
- on motion for judgment, [154].
- interlocutory judgment on, [146].
- judgment on, in action for debt or liquidated demand, [146].
 - after assessment of damages, [147].
 - interest given where writ specially indorsed, 150.
 - setting aside, [146].
- married woman, by, 151, 753.
- motion for judgment on, [154], 155, 1853.
- partition action, in, 1551.
- perpetuation of testimony, in action for, 98.

DEFECTIVE INSTRUMENTS,

- execution of, aided in equity, [1465, 1466], 1469, 1470, 1587.

DEFENCE,

- confession of, where ground arisen after action, 142, 167.
 - judgment for costs after, [146].
- default of. *See* DEFAULT IN PLEADING.
- discovery before, when allowed, 58.
- further grounds of, leave to plead, [31, 33].
- leave to defend, orders for, 24, 25.
- struck out for default in giving discovery, 85.
- time, out of, not a nullity, 150.
- withdrawal of, 115.

DEFENCE ACTS, (1842 and 1860', CHAP. LVIII... 2061—2063.

- applications under, when and how to be made, 2062.
- compensation, amount of, how ascertained, 2062.
 - applied in recouping tenant in tail expenses incurred, [2061 .
 - interests omitted to be purchased, for, 2062.
 - invested in stock, and income paid to tenant for life, [2061
- costs of petition for investment under, [2061], 2062.
- Military Forces Localization Act, 1872... 2063.
- payment into Court under, when necessary, 2062.
 - expenses consequent upon, amount to be added for, 2062.
- payment out of Court under, 2062, 2063.
 - to trustees, 2062, 2063.
- restraint of building under Act of 1860... 2063.
- Secretary of State for War, powers of, under Acts, 2062, 2063.
 - service of petition on, 2062, 2063.
- Volunteer Act, 1863... 2063.

DEFENDANT,

- adding party as, 42 (*add.*)
- interrogatories by, 58. *See* INTERROGATORIES.
- married woman, 751 *et seq.*
- right of, to production of documents, 62, 63.
 - against co-defendants, 63.
- severing in defence, costs of, 264.

DEFICIENCY OF ASSETS, 1205, 1208, [1211], 1232, 1233—1236. *See* ADMINISTRATION; CREDITOR'S ACTION.

DELAY. *And see ACQUIESCENCE.*

- account of profits of patent, as affecting, 569.
- administration action, in, leave to prosecute judgment given to creditor, 1247.
- company, by, suing promoters for misrepresentation, 1938.
- creditor, by, in proving against estate, &c., 1219, 1247.
- giving time, not equivalent to, as against surety, 1789.
 - effect of, on right to set aside instruments, 1915.
- injunction, right to, when barred or affected by, 459, 461, 466, 469, 542.
 - misapplication of funds for dividend purposes, 605.
 - right to dissolve injunction lost by, 629.
 - waste, in cases of, 482.
- issue as to damage by, [333].
- jury, in applying for trial by, 326.
- mistake, in proceeding on ground of, 1915.
- rescission of contract on ground of fraud, when barred by, 1926, 1935.
 - to take shares, in application for, 1935.
- solicitor, relief against, when barred by, 940.
- specific performance, in applying for, 1847.
- undue influence, in impeaching transaction on ground of, 1946, 1947.
- vendor and purchaser, as between, in taking objection to title, 1876.

DELIVERY,

- bill of costs, of, 236, 243, [253]. *See SOLICITOR.*
- chattels, of, in case of redemption, [1663].
- deeds, of, in specific performance actions, [1860, 1861], 1873, 1874.
 - in action to ascertain boundaries, [1572].
 - jointress, to, [810, 811].
 - purchaser, to, [1861, 1863], 1873, 1874.
 - without notice, 1575, 1585, [1743, 1744], 1754, 1755.
 - where settlement set aside, or new trustee appointed, [1106, 1433, 1443].
- execution, in, by "lawful authority," 161.
- out of Court of documents to party or purchaser, [86].
 - of documents to solicitor to be produced in evidence, [86].
 - of securities, &c., [177], 184, [192, 197]. *See PAYMENT OUT.*
 - stop order, [419].
- patent, of apparatus made in infringement of, [565, 566].
- pirated or counterfeit documents or goods, of, [536], 537, [565, 566, 572], 577.
- possession, of, of house to wife, [812].
 - of land assigned for dower, [805].
- receiver, of documents or securities to, [635, 641, 642, 644, 648].
- solicitor, by, of bill of costs, 236, [243], 244. *See SOLICITOR.*
 - of papers, 923, 924.
 - without prejudice to lien, [919, 921].

DELIVERY (WRIT OF),

- enforcement of judgment or order by, 370, [376], 381.

DEMONSTRATIVE LEGACY, [1364], 1366, 1367. *See LEGACY.***DEMURRER,**

- abolished, 34.
- analogy of, when followed, 34.

DEMURRER—*continued*.

- appeal from order on, 729.
- petition of right, to, [348], 349, 350.
- point of law, setting down action on, 34.
- proceedings in lieu of, 35, 36.

DEPOSIT. *And see PAYMENT AND TRANSFER INTO COURT.*

- bill of exchange, of, in Court, ordered, [616].
- Court, in, of plate, jewels, securities, &c., [177], 184.
- Court rolls, of, in Court, 70.
- deeds and documents, of, in Court, [47, 48.]
- delivery out of documents deposited in Court, [86, 87].
- stop order on deposited documents, [419].
- discovery, as security for costs of, 57.
- Exchequer bills and bonds, of, in Court, [176].
- Lands Clauses Act, under sects. 85—87 of, 2033—2036. *See LANDS CLAUSES ACT.*
- money not to be placed on, when, 202, 2058, 2080.
- money on, 202.
- carrying over, 209.
- plate and jewels, of, in Court, [177], 184.
- policy of assurance, of, in Court, [949].
- purchaser's right to return of deposit, 1874, 1875, [1883, 1884], 1885, 1901.
- sale, on, payment into Court of, [290]. *See SALE BY COURT.*
- securities, of, in box, [177, 179], 184, [616].
- delivery out of, to solicitor, [86].
- securities passing by delivery, of, in Court, [176].
- security for costs, as, [738, 739].
- title deeds, equitable mortgage by deposit of, 1703, 1704. *See MORTGAGE EQUITABLE.*
- vendor's right to rescind contract and forfeit, order as to, [311]. *And see SPECIFIC PERFORMANCE; VENDOR AND PURCHASER.*

DEPOSITIONS,

- copies of, liberty to take, [90].
- costs of perusing, 262.
- de bene esse*, 95.
- entering, in orders, form of, [127].
- filing of, taken abroad, 98.
- publication of, in action to perpetuate testimony, [90].
- reading of, at trial, 95, 99.
- taken in other cause, 95.
- signature of, by examiner, 99.

DERIVATIVE EXECUTORS, 1254, [1272, 1273], 1277, 1286. *See EXECUTOR.***DERIVATIVE MORTGAGEES,** [1730—1733], 1734. *See MORTGAGE.***DERIVATIVE SETTLEMENT,** 1504. *See SETTLED LAND ACTS.***DERRICK,**

- specific performance of contract for sale of, 1835.

DESCENDANTS,

- gift to, 1326.

DESCENT,

declaration as to, 1849.

DESCRIPTIVE WORD, 541. *See* TRADE MARK.**DESERTED WIFE, 779, 780, 785, 791. *See* MARRIED WOMAN.****DESIGNS,**

copyright in, infringement of, restrained, [575], 580.

DESTRUCTION,

patent, of machines made in breach of, [565].

pirated work, of copies of, [572], 577.

property sold, of, loss by, after contract, 1871.

DETENTION OF GOODS,

damages for, 1159.

judgment in action for, in default of pleading, 149.

DETERIORATION,

as between mortgagor and mortgagee, [1634].

as between vendor and purchaser, [1865, 1866], 1871.

mines, in value of, how assessed, 1871.

DEVASTAVIT,

action for, transferred to Chancery Division, 699.

interest on, when given against executor, 987.

married woman executrix, by, 780.

statute, when barred by, 980, 1223, 1224.

DEVISE. *See* CHARITY; LEGACY; WILL.

declarations as to general devises and bequests, [1344—1350].

double contingency, devise on, declared ineffectual, [1349].

dower barred by, 810.

specific, inquiry as to, and whether accepted, [1361].

DEVISEE,

contribution by, to payment of testator's debts, [1358]. *See* CONTRIBUTION;
MARSHALLING.

mortgaged estates, of, rights of, [1288, 1289, 1291], 1294. *See* EXONERATION.

redemption in administration action by, [1299], 1300.

retainer of debt by, 1288.

sale by, for payment of debts, 1296—1299.

tenants in common, devisee seized in trust for, [1349].

DIAGRAMS,

costs of, 261.

DIAMOND RING,

order for sale of, [389].

DICTIONARY,

copyright in, [572], 576, 580.

DIGNITY,

"land," is, within Settled Land Acts, 1522.

DILAPIDATIONS,

claims for, how ranking in administration of assets, 1217.

DIRECTORS, 968, 969. See COMPANY.

affidavit of documents by, 63.
 breach of trust by, 968, 969, 1769, 1770.
 building society, of, liability of, 1769, 1770.
 contracts by, in breach of trust, 1846.
 duty of, as to registration of mortgages, 1690.
 exclusion of, from meetings, 599, 608.
 frame of action by company against, 602.
 investments by, 1769, 1770.
 liability of, to account, 605, 968, 969, 1172.
 misfeasance by, 606, 969, 1941, 1942.
 misrepresentation in prospectus, liability for, 1935.
 restrained from paying dividends improperly, [598], 605.
 forfeiting shares, [599].
 illegal, &c. acts, 607, 608.
 issuing preference shares, [598], 608.
 secret profit by, 969, [1939], 1940, 1941.
 set-off by, 1162.

DIRECTORS' LIABILITY ACT, 1890...1934.**DIRECTORY,**

copyright in, [573], 576, 580.

DISCHARGE,

administration, of order for, 1250.
 arrest, from, 386, [411—414], 415.
 bankrupt trustee, of, 968.
 certificate of chief clerk, of, 297.
 chambers, of order made in, 277, 284, 724.
 motion for, when necessary as preliminary to appeal, 725.
 charging order, of, [494], 426.
 consent, of, as to mode of taking evidence, 92.
 consent order, of, in cases of fraud, &c., 112.
 contempt of Court, in cases of, [411—414], 414—416.
ex parte order, application to, 345.
 guardian, of, [840, 841].
 injunction, of order for, 459, [627], 629.
 irregularity in process, on ground of, 415, 416.
 judgment or order, of, on application of person served, 169.
ne exeat, of writ of, [449], 451.
 prisoner, of, from custody, [411—414].
 prohibition, of order for, 694.
 purchaser, of, where title bad, 303, 304, [309], 311. *See SALE BY THE COURT.*
 receiver, of, [677, 685, 696], 687.
 sequestration, of, [403], 404.
 service, of, order for, 21.
 solicitor, of, 924, 925, 940, 943.
 stop order, of, [490].
 surety, of, from liability, 1786—1791.
 taxation, of common order for, 234, 241.

DISCLAIMER,

- lease, of, by trustee in bankruptcy, 1788, 1893.
- mortgagee, by, [828].
- patentee, by, [563], 564, 565 (*add.*). *See* PATENT.
- trade mark, on registration of, [1990, 1991], 1993, 1999.
- trustee, by, 1020, 1081, [1350]. *See* TRUSTEE.
- heir declared trustee on disclaimer by trustees named, [1350].
- vesting estate in case of, 1031, 1053.

DISCLAIMING DEFENDANTS,

- amendment, unless plaintiffs within specified time elect to discontinue, [559].
- costs of, 213, 997, 1617, 1618.
- foreclosure of, [1654].

DISCONTINUANCE, CHAP. XI., 114—123. *And see* DISMISSAL OF ACTION.

- appeal put an end to by, 115, 728.
- common order to discontinue, [114].
- costs of, 107 (*add.*), [114], 115.
- counterclaim dismissed by consent, [114].
- not put an end to by discontinuance of action, 115.
- judgment after notice of discontinuance, [114].
- Judicature Rules as to, 114, 115.
- notice of, sufficiency of, 115.

DISCOVERY, CHAP. VII., 45—87.

- access between husband and wife before marriage is privileged from, 83.
- account, as to particular items before hearing, 1157, 1158, 1179.
- where plaintiff's right to, denied, 77.
- action for, arbitration, in aid of, 56.
- consignors of goods, for discovery of names of, 56.
- discovery only, 56.
- foreign Court, in aid of proceedings in, 56.
- inferior Court, in aid of, 56.
- under new procedure, rarely necessary, 56.
- affidavit of documents, [47—51], 64—66. *See* AFFIDAVIT OF DOCUMENTS.
- agent, from, suing in own name, 60 (*add.*).
- agents, &c., made parties for, 73.
- answer, resistance to, by, 73 *et seq.*
- denial of plaintiff's title by, 74.
- arbitration, in aid of, 56, 354. *See* ARBITRATION.
- arbitrators, by, 83.
- attachment, to enforce order for, [54], 85.
- bankrupt, from, 76.
- chambers, in, 275.
- communications with solicitors, agents, &c., 78—80.
- companies or corporations, from officers of, 59, 63, 77, 373.
- copyright cases, in, 577.
- corporation, claim of privilege by, 79.
- costs of, security for, 57.
- counsel, cases and opinions of, as to, 80, 81.
- County Court, in action transferred from, 713.
- criminating questions need not be answered, 83, 84.
- Crown, none against, 59, 349.
- but Crown is entitled to, against suppliant, 59, 349.

DISCOVERY—*continued.*

- customers, of names and addresses of, [506].
- damages, in aid of inquiry as to, [506], 569.
- default of discovery, process in, [54], 85, 156.
- defence, not allowed until after, 58.
- defendant's own case, of, 74—76.
- degrading questions, 84.
- demurrer to, under former practice, 76.
 - proceedings in lieu of, 76.
- documents, of. *See* INSPECTION OF DOCUMENTS; PRODUCTION OF DOCUMENTS.
- ecclesiastical censure, discovery exposing to, 84.
- ejectment, in action for, 60 (*add.*).
- enforcement of order for, [54], 85.
- evidence, of, proposed to be adduced, not granted, 56.
- execution, in aid of, 57, 373, 431.
- firm, names of, as to, [55], 56, 57.
 - order not enforced at law by attachment, 85.
- foreclosure action, in, 1637.
- foreign government, by, 59.
- forfeiture of estate, questions leading to, 84.
- forged instrument, in reference to, 1919, 1930.
- hearing, before, in partnership action, 1805.
- infant, by, 59, 67 (*add.*), 824.
- inquisitorial questions, need not be answered, 73.
- insufficient answer to, 61.
- interrogatories, by, [45, 46], 58—61. *See* INTERROGATORIES.
- irrelevant questions, 73.
- jointress, plea by, in bar of discovery of deeds, 811.
- Judicature Rules as to, 56, 57.
- leave of Court, when required, 56, 57, 58.
- legal advisers, communications with, 78 *et seq.*
- libel, in aid of action of, 74.
- liquidator, by, 59, 78.
- marine insurance actions, in, 65, 66.
- mortgagees, by, 68, 69.
- objections to, mode of taking, 60, 61.
- particular questions, resistance to, 73, 74.
- particulars, when ordered before discovery, 58.
- partners, as to names of, [55], 56, 57, 85.
- partnership action, in, 75, 77, 1805.
- patent cases, in, 55, 73, 77 (*add.*), [505, 506], 569.
- penalties, exposing to, 60, 84.
- petition of right, by suppliant in, 59.
- premature, 76—78.
- privilege from, 78—84.
 - confidential communications, cases, opinions, &c., 78—82.
 - fraud, exception in case of, 79.
 - waiver of, 75.
- production and inspection of documents, 62—73. *See* INSPECTION; PRODUCTION OF DOCUMENTS.
- public policy, privilege on ground of, 83.
- recovery of land, in action for, 60, 75, 77.
- redemption, in action for, 58, 69.

DISCOVERY—*continued.*

reference by consent, after, 63.
 relating exclusively to party's own case, 74.
 right to, generally, 55, 56, 74.
 rivals in trade, as between, 73 (*add.*).
 scandalous questions, 60.
 secret process, as to, 73, 563.
 secretary of company, by, 59.
 security for costs of, 57.
 service of order for, on solicitor of party sufficient, 85.
 settled account, as to, 77.
 shareholders, to, 81.
 sheriff, by, 59.
 solicitors not to be made parties for, 56, 77.
 tenancies, discovery of, by vendor, 1871.
 town clerk, corporation electing to answer by, 59.
 trade mark cases, in, 72, 78, 545.
 trade mark, in proceedings for removal of, from register, 78 (*add.*).
 trial, using, at, 85, 86.
 trustee in bankruptcy, inaction by, 63 (*add.*).
 trustees and executors, by, 77, 81.
 witnesses, of names of, not generally allowed, 74.

DISCRETION,

review of, under Debtors Act, 1878, by Court of Appeal, 386 (*add.*).
 trustee, of, not interfered with, 853, 869, 1005, 1006.

DISENTAILING DEED, 1496—1500.

consent by Court as protector in case of felony, and limited to letting in mortgage, [1496], 1499.
 declaration of title to past and future rent, and personal estate to be invested, &c., [1496].
 enlargement of estate by, not enforceable under covenant to convey, 1430.
 Fines and Recoveries Act, provisions of, as to, 1498.
 grant to trustees, deed in form of, 1499.
 inquiry as to legal estate, [1497].
 Lands Clauses Act, under, when required, 1500, 2028.
 costs of, 2041.
 lunatic, of estate tail of, 1497, 1499.
 married woman, by, [786].
 money to be laid out in lands, of, 1499.
 payment out to tenant in tail, [1497], 1499, 1500.
 protector of settlement, powers and office of, 1498, 1499.
 Settled Estates Act, under, when required, 1499, 1500.
 specific performance of agreement to execute, 1859.

DISMISSAL OF ACTION, CHAP. XI., 114—123.

costs, with, [211], 212, 222.
 counterclaim dismissed by consent, [114].
 creditor's action, of, by plaintiff or defendant, 1199.
 default in appearance &c., for, [122], 123. *See* DEFAULT OF APPEARANCE.

DISMISSAL OF ACTION—*continued.*

- default in giving discovery, for, 85.
 - in giving notice of trial, for, [119], 120, 130.
 - of answer to interrogatories, for, [119], 120.
 - of payment of costs, for, 117, [190].
 - of pleading by plaintiff, for, [119], 120, 150.
 - of security for costs, in case of, 117, [119].
- defendant when competent to move for, 120.
- hearing, at, [121, 122].
 - on plaintiff's default, 122.
- notice of trial, in default of giving, [119], 120.
- nulceance, of action for, where referee finds that none exists, 368 (*add.*).
- order for, when a bar to a second action, 115.
- particulars, in default of delivery of, within specified time, 37 (*add.*).
- pending motion for injunction, 116.
- plaintiff, on application of, 116.
- production of documents, on non-compliance with order for, 85, [119].
- redemption action, of, 1644, 1646, [1655], 1657, [1662, 1733].
 - equivalent to foreclosure, 1657.
- specific performance, for, 1874, 1875.
- subject-matter under 10 $\frac{1}{2}$., where, 115.
- third party, as against, 123, 131, 156.
- trial, where not entered for, 132.
- want of parties, for, improper, 42.
 - scus*, formerly, 43.
- want of prosecution, for, 117, [119], 120, 121.
 - in default of discovery, 85.

DISMISSAL OF APPEAL, [716], 733, [739], 744. *See* **APPEAL**.

DISMISSAL OF PETITION, [312, 338].

DISMISSAL OF SUMMONS, [372].

DISPAUPERING, 909.

DISPENSING WITH REPRESENTATIVES, 107—110. *See* **REPRESENTATIVE**.

DISQUALIFICATION,
payment of dividends until, [188].

DISSENTERS,
chapels of, 611—613. *See* **CHAPEL**.
charities of, 1084, 1096, 1100, 1102. *See* **CHARITY**.

DISSOLUTION OF PARTNERSHIP, 1798, [1801], 1807, 1809—1811. *See* **PARTNERSHIP**.

DISSOLVING INJUNCTION, [627], 629. *See* **INJUNCTION**.

DISTRESS,
by landlord, after receiver appointed, 656.
right of mortgagee to marshal as against, 1633.
on promoters of undertaking after receiver appointed, 656.
by mortgagee, 1584, 1630.
by mortgagor, 1631, 1632.
by receiver, [670, 675].

DISTRIBUTION, STATUTES OF, 1328.

DISTRICT REGISTRY, 151—153, 699, 700.

- accounts, taking, in, 152, 1149, 1153.
- appeal from, to judge, 152.
- application in action in, 152.
- chambers, proceedings in, 277.
- costs in, 151, 152, 223.
 - taxation of, 151, 152, 700.
- District Registrar, powers of, 152.
 - may exercise jurisdiction of judge in chambers, 152.
- documents used in London, filing of, 152.
- execution issuing from, 152.
- judgments in, entry of, 151, 152.
- motion for judgment, setting down action on, 158.
- partition action in, 1551, 1556.
- payment into Court in action in, 152.
- proceedings in, 151—153.
- production of documents in, 66, 71.
- receiver, appointment of, in action in, [677].
- removal of action from, 152, 153, 699, 700.
 - by defendant, when as of right, 152, 699, 700.
 - how removed, 152, 699.
 - originating summons, commenced by, 700.
 - transmission of documents to High Court, 152, 699.
- removal of action to, 700.
- seal of, documents bearing, admissible in evidence, 136.
- trial of actions commenced in, before what judge, 700.
- when action proceeds in, 700.
- writs, issue of, from, 152.

DISTRINGAS,

- corporation, not now necessary for execution against, 372.
- nuper vice-comitem*, writ of, 376.
- priority by, 1664.
- writ of, under 5 V. c. 5, s. 5, no longer issues, 619.
 - procedure in lieu of, 619, 1664.

DIVIDENDS,

- account of, not received by trustees, [955].
- account of, received on shares, [1167].
- accumulations of, [1348, 1385], 1461, 1462.
- co-surety's estate, from, leave to prove for, [1776].
- debtor's estate, from, surety declared entitled to, [1775], 1783.
- debts, on, payment of, directed in creditor's action, [1228].
- deposit, when to be placed on, 202.
- infant, on stock of, paid to guardian, [860].
- investment of, 199, 202.
- lodgment of, in Court, [176, 178].
- payment of, forms of schedules directing, [186—190]. *See PAYMENT OF DIVIDENDS.*
- payment of, improperly, by company, [596], 605, 969.
- payment of, into Court, [178].
- payment of, under Lands Clauses Act, 2014, 2015, 2039.

DIVIDENDS—continued.

- stop order as to, [417, 418].
- trustee to replace, [967].
- unclaimed, 2087. *See* NATIONAL DEBT ACT.
- vesting right to receive, under Trustee Acts, 1052, [1073].

DIVINE WORSHIP,

- disturbance of, restrained, [610, 611].

DIVORCE,

- effect of, on marriage settlement, 816, 817.
 - on right to custody or guardianship of children, 847.
 - on separation deed, 815, 816.
- payment to woman after, 785, 791.

DIVORCE COURT,

- jurisdiction of, as to custody of infant, 815, 886.
 - to decide as to validity of separation deed, 814.
 - to vary or set aside marriage settlement, 816, 817.

DOCUMENTS. *See* AFFIDAVIT OF DOCUMENTS; DISCOVERY; INSPECTION; PRODUCTION OF DOCUMENTS.

- admitted at trial, entering, in judgment, [128].
- copies of, for use of judges, 133, 734.
- delivery of, out of Court, [86].
 - not allowed to be taken abroad for examination of witnesses, 86.
 - right to have back, 86.
- deposit of, in Court, [47, 53, 54].
- entering, in judgment, 129.
 - indorsement by registrar on, 130.
- impeached, production of, 69.
 - deposit of, in Court, 54.
- impounding, [419], 421.
- interrogatories as to, discouraged, 60.
 - to be answered fully if at all, 60.
- private, injunction against publishing and using, [582, 583], 585.
- proof of, at hearing, 134—139.
 - what documents prove themselves, 135.
- stop order on, [419].
- transmission of, on transfer of cause from District Registry, 699.

DOMICILE, 1329—1339.

- acquisition of, 1334, 1335.
 - Anglo-Indian, 1335.
 - Scotch, [1331], 1335.
- administration judgment, jurisdiction to make, 1338.
- annuities, Scotch, a charge on real estate in England, 1338.
- assignment of choses in action, law regulating, 1337.
- bankruptcy in foreign country, effect of, 1338.
- change or abandonment of, 1335.
 - by infant, or *non compos*, 1337.
 - by married woman, 1337.
- children, legitimation of, 1336.
- choice, of, 1334, 1335.

DOMICILE—*continued*.

- definition of, 1334.
- equity to settlement how affected by, 803, 804.
- evidence as to law of, 1338, 1339.
- foreign Court, case sent for opinion of, [714, 715], 716, 1339.
- judgment of, effect of, 626, 1337, 1338, 1339.
- foreign land, dispute as to title of, 1338.
- French law, inquiry as to "heirs" entitled, [1331].
- India, succession to immovable property in, governed by Indian law, whatever the domicile, 1336.
- infants and married women, legacies paid to, according to *lex loci*, 1338.
- inquiry as to testator's, [1339, 1339].
- residuary legatee's, [1330].
- interest payable according to *lex fori*, 1338.
- law of, inquiry as to, [1339—1332].
 - as to next of kin or heir-at-law under, [1339, 1332].
- legacy or succession duty affected by law of, 205, 206.
- manager of estates abroad appointed, [1333].
- marriage, validity of, affected by law of, [1331], 1337.
- origin, of, 1334, 1335.
- priority of creditors determined by, 1201, 1202, 1338.
- probate, grant of, how affected by, 1193, 1396.
- Scottish domicile declared, with inquiries as to rights of widow and children, *terce, jus relicte, legitim*, [1331].
- succession to property regulated by law of, 205, 1335, 1336, 1338.
- waste, declaration of liability for, as to foreign realty, [1333].
- wife, acquisition of, by, 1337.
- wills of personalty construed by law of, 1194, 1196, 1336.

DONATIO MORTIS CAUSA,

- debt of donor, is subject to, 1202.
- declaration of, [1365].
- evidence of, 1217.
- issue as to, 335.
- validity of, determined on originating summons, 1248 (*add.*).
- when effectual, 1370, 1371.

DOWER, 805—810, 1300—1302.

- account of rents of land subject to, [805, 806], 808, [1301].
 - interest on, not allowed, 808.
- adultery a bar to, 808, 809, 811.
- allowance for, to widow accounting for rents and profits, 1208.
- arrears of, Statute of Limitations when applicable to, 808.
- assignment of, judgment for, and inquiries what lands subject to, [805, 806].
- barring, 809, 810.
 - by devise, 809.
 - by settlement, 810.
- commission to assign, judgment for, and inquiry what lands subject to, [806], 808.
- directions for, in chambers, 808.
- costs of action for, 808.
- debts of husband, not affected by, 808.
- delivery of possession of assigned land, [805].
- Dower Act, 3 & 4 W. 4, c. 105.. 808, 809, 810.

DOWER—*continued*.

- election by widow, between dower and benefits under will, 807, 810, [1301, 1302], 1343.
- inquiry which most beneficial for widow, 810.
- not presumed where widow ignorant of her rights, 810.
- equity of redemption, out of, 808, 809.
- extinguishment of right to, 808, 809.
- foreclosure judgment without prejudice to right to, [1726].
- forfeiture of, 808, 811.
- freebench, bar of, 809.
- inquiries as to lands subject to, [805, 806, 807].
 - as to right to, in administration action, [1300—1302].
- inquiry and commission to assign, [806].
- inquiry as to, [1300].
- issue as to right of, 807, 808.
- jointure, barred by, 810.
- mortgage by husband, effect of, 779, 809.
- occupation rent charged against defendants, [806].
- payment of ascertained value, where land compulsorily taken, 807, 808.
 - or payment of dividends of one third, 808.
- provision in lieu of, effect of, 809, 810.
- receiver to keep down, out of rents, [1301].
- redemption action by doweress, 1602.
- sale free from, [1300, 1301].
- sale subject to, [807, 1301].
- uses to bar, effect of, 809.
 - vesting order to, 1041, 1065.
- value set upon, [1302].
- writ of, abolished, 807.
- writ of summons may be indorsed with claim for, 807.

DRAFT,

- lost instrument established from, [1906, 1917].

DRAFTS, DRAWING,

- costs of, 261, 267—269.

DRAINAGE,

- injunctions to restrain nuisance by, [528, 529], 531, 532.
- schemes for, jurisdiction to direct, under Settled Estates Act, 1501.

DRAMATIC COPYRIGHT,

- infringement of, injunction against, [575], 577, 579, 580.

DRAWING UP,

- order, of, to be acted on by paymaster, 180.

DRUNKENNESS,

- custody of child taken from father on ground of, 884.
- of party to contract, effect of, 1845.

DURESS,

- transaction tainted by, set aside, 1945.

DURHAM,

- Palatine Court of, jurisdiction of, under Trustee Acts, 1051.

DUTY. *See* LEGACY DUTY; PROBATE DUTY; SUCCESSION DUTY.

EARNINGS,

- married woman, of, 751, 774, 791.
- partners, of, when assets, 1805.

EASEMENT,

- compensation in respect of, in specific performance action, 1881.
- devisee, as against, paying off mortgage, 508 (*add.*).
- grant of right of way, construction of, 508.
- interference with, under Lands Clauses Act, 2035.
- obstruction of, restrained, 484 *et seq.* *See* LIGHT; WATER; WAY.
- support is not an, 500. *See* SUPPORT.
- vesting order as to, may be made, 1041.

EAST INDIA STOCK,

- closing transfer books, 183.
- conversion of investments into, 201.
- investing funds in Court in, 201.

ECCLESIASTICAL BENEFICE, 610—613.

- injunction as to presentation to, [610].
 - against bishop, 611, 612.
 - against taking possession of living, [611].
- presentation of nominee of infant to, [663].
- receiver of, 665.
- right of election to, by parishioners, 612, 613.
- sequestration against, 376, 396. *See* SEQUESTRATION.

ECCLESIASTICAL CENSURES,

- discovery exposing party to, 84.

ECCLESIASTICAL COMMISSIONERS,

- costs of, under Lands Clauses Act, 2042.
- enfranchisement moneys in respect of copyholds to be paid to, 2079, 2080.
- leave to sell lease to, or purchase reversion, 1494.

ECCLESIASTICAL CORPORATION. *And see* CORPORATION.

- specific performance of contract by, 1845.
- waste by, 482, 483.

ECCLESIASTICAL COURT,

- enforcement of decree of, by involment and sequestration in Chancery, [171, 393].
- jurisdiction of, transferred to Probate Court, 1191.
- prohibition to, [689], 690.

ECCLESIASTICAL LEASES. *See* CHARITY.

- investment of purchase-money where land compulsorily taken, 2032, 2033.
- See* LANDS CLAUSES CONSOLIDATION ACT.
- purchase of reversion from Ecclesiastical Commissioners, 1494.
- renewal of, [1489—1491], 1494.

ECCLESIASTICAL PROPERTY,

- mortgage of, 1665.

EDUCATION. *See* INFANT.

- allowance for, [852], 853—857.
- directions for, [851].
- religious, 847, [880, 881], 886—888.

EDUCATION DEPARTMENT,
 notices of, 139.

EJECTMENT. *And see* RECOVERY OF LAND.

by receiver, 675.
 discovery in action of, 60, 75.

ELECTION,

charity, of improper objects of, set aside, 1121.
 interest or profits, as to charging trustee with, [865], 989.
 mistake, to abide by, [1912], 1914.
 mortgagor, by, as to land tax redeemed by mortgagee, [1624, 1639].
 proceeding, as to, by co-plaintiff improperly joined, 41 (*add.*).
 proceedings in foreign Court, as to, 625, 626.
 solicitor, by, as to mode of charging for conveyancing business, 268.
 to take as real or personal estate, 763, [766, 767], 788, 1308.
 to take under or against instrument, 1339—1344.
 appointees, by, 1343.
 compensation, where election against will, [1340], 1342, 1343.
 proof against estate of deceased for loss, [1341].
 conduct, by, 1344.
 debt and legacy, between, 1346.
 declaration consequent on, [1340].
 doctrine of, 1342.
 is doctrine of compensation, not forfeiture, 1342, 1343.
 dowress, by, 807, 810, [1301, 1302], 1343.
 heir, by, 1343.
 impossible, when, 1342.
 infant, by, as to taking under settlement, [1339, 1340], 1426, 1427.
 generally, 1343.
 request for sale in partition action does not operate as, 1552.
 infant heir, by, [1339].
 inquiry as to right of, by Scotch widow, [1331].
 whether election has been made, [1340].
 legatee, by, under gift implying selection, 1365, 1366.
 married woman, by, 763, 768, 1342, 1343.
 purchaser, by, not to rescind contract, [1912], 1914.
 release directed where election to take under will, [1342].
 remoteness, when gift void for, 1343.
 settlement and will, election between, [1339].
 articles for settlement, election to take as against, 1427.
 values, action to ascertain, [1340].
 where settlement set aside, [1432].
 widow, by, between settlement and will, [1339].
 between will and dower, 810, [1301, 1302], 1344.
 widow, by, to live in dwelling-house, [1383].

ELEGIT,

account of receipts under, 1635, [1714], 1723.
 discovery in aid of, 57, 373, 431.
 execution of, 1719 *seq.*
 inquiry as to lands extended under, [1712, 1714, 1717].
 tenant by, right of, to redeem, 1603. *And see* JUDGMENT CREDITOR.
 what property may be extended under, 1722.

EMBARRASSING MATTER,
striking out, [30], 33, 34.

ENCROACHMENT,
on land, injunction to restrain, 483.

ENDORSEMENT. *See* **INDORSEMENT**; **SPECIAL INDORSEMENT.**

ENDOWED SCHOOLS,
Acts relating to, 1096—1098.
Charitable Trusts Acts, application of, 1113.

ENDOWMENT,
meaning of term, 1097, 1113, 1114, 1142.

ENFORCEMENT OF JUDGMENT OR ORDER. *See* **EXECUTION.**

ENFRANCHISEMENT,
of copyholds, [1088], 1874, 2077—2080. *See* **COPYHOLD**; **COPYHOLD ACTS.**
general words in, effect of, 1978.
Lands Clauses Act, under, [9023].
of rectorial manor, [1493].
of trust premises, leave to apply for, [1443].
leave to effect, [1088].

ENGRAVINGS,
copyright in, 580.

ENROLMENT,
judgment or order, of, 169.
orders of other Courts, of, [170, 171].

ENTAIL. *See* **ESTATE TAIL**; **DISENTAILING DEED**; **TENANT IN TAIL.**
specific performance of covenant to bar, 1868.

ENTRY,
admissibility of, in evidence, 135.
evidence, entering, as read, 133. *See* **EVIDENCE**; **EXHIBIT**; **JUDGMENT.**
forms of, [124—129].
judgment or order, of, 165, 166. *See* **JUDGMENT.**
after trial of issue, 327.
trial, of action for, 132.
District Registry, of action proceeding in, 152.

EQUITABLE ASSETS,
apportionment of, [1404, 1406].
what are, 1203, 1204, 1407, 1408.

EQUITABLE ASSIGNMENT. *See* **MORTGAGE, EQUITABLE.**
agreement to execute bill of sale, 1676.
chattels, of, 1676, 1682.
notice, effect of, as to priority, 1746—1751, 1755, 1756. *See* **MORTGAGE.**
to holder of bill of exchange, of appropriation of specific funds, 1973.
operating as lien, 1709.
patent, of, registration of, 2000.
policy, of, 1668.

EQUITABLE EXECUTION, 369, [640, 666], 667—669. *See* **RECEIVER.**

- EQUITABLE MORTGAGE**, 1694—1706. *See* **MORTGAGE, EQUITABLE.**
- EQUITABLE SET-OFF**, 1160, 1162. *See* **SET-OFF.**
- EQUITABLE WASTE**, [471—477], 477, 478, 482. *See* **INJUNCTION; WASTE.**
- EQUITY OF REDEMPTION.** *See* **MORTGAGE.**
- EQUITY TO SETTLEMENT**, [793—799], 800—805.
dower, out of, 808, 809. *See* **MARRIED WOMAN.**
- ERROR**,
correction of, in judgment or order, 167, 168.
- ESCHEAT**, 1056, 1388.
leave to traverse inquisition and return on commission, [1386].
- ESCROW**,
conveyance to be prepared and executed as, [1863, 1863].
- ESTABLISHING WILL**,
against heir, not now necessary, 1200.
- ESTATE TAIL.** *See* **DISENTAILING DEED; TENANT IN TAIL.**
appointment of person to convey, [1064].
barred by order under Trustee Acts, 1048, [1066].
- ESTOPPEL**,
attornment, created by, 675.
effect of, in interpleader proceedings, 442.
estate by, in assignee of equity of redemption, 1631.
negligence of grantor, by, 1923.
share certificates, by issue of, 1920.
share certificates with transfers signed in blank, by handing over, 1752 (*add.*).
- EVENT**,
costs following, 219, 328, 359, 360, 361, 737.
- EVIDENCE.** **CHAP. VIII.**, 88—100.
account, in action for, 1156, 1157. *And see* **ACCOUNT.**
admissibility of, a question for Court, 134.
admission of documents or copies, 142. *See* **ADMISSION.**
affidavit evidence by consent, 91, 92. *And see* **AFFIDAVIT.**
appeal, on, 734—736. *See* **APPEAL.**
arbitrators, by, as to award, 369.
attesting witness, proof by, not necessary unless attestation necessary, 138.
Bank of England, discretion of, not interfered with, 138.
banker's books, of contents of, 100, 138.
bankruptcy proceedings, of, 136.
baptismal and birth certificates, by, 136, 137.
form of entering, in orders, [128, 129].
boundaries, in action to ascertain, 1574.
certificate of chief clerk, on summons to vary, 267.
cestui que vie, on production of, 1496.
chambers, on proceedings in, 277, 278, 283.
closing, time for, 94.

EVIDENCE—*continued*.

- commission to take, out of jurisdiction, 91, 95, 96.
- consent as to mode of taking, 91, 92.
- copies of letters, &c., by, 136.
- costs of, allowance for, 261, 265.
- cross-examination, 63, [88], 92, 1216. *See* AFFIDAVIT; WITNESS.
- de bene esse*, [39, 90], 95, 135.
 - not to be entered, 134.
- death, by certificate of, 137.
 - presumption of, from absence, [1322, 1349], 1392.
 - probate or letters of administration not evidence of, 137.
- debt, of, in creditor's action, 1198.
- deceased witness, affidavit of, 135.
- deed, attesting witness, proof by, 138.
 - draft, evidence of contents from, 1910.
 - executed abroad, 137.
 - form of entering, in order, [128].
 - unstamped, evidence by, 140.
- depositions, 95, 99. *See* DEPOSITION.
 - entering, in orders, [127].
- disputed writing, 138.
- District Registry, documents coming from, 162.
- documentary, in general, 134—139.
- documents not produced cannot be used, 139.
- documents which prove themselves, 134.
- domicile, as to law of, 1338, 1339.
- Education Department, notices of, 139.
- entering, in orders, [124—129], 133—139. *And see* JUDGMENT.
- entries and recitals against interest of person making them, by, 135, 136.
- entries in discharge of official duty, by, 135.
- examiners, evidence before, 99, 100.
- exhibits, proving, at hearing, 135.
 - order giving leave, entered as read, 135.
- expert, for assistance of Court, order nominating, [91].
- foreign and colonial statutes, of, 137.
- foreign law, of, 1372.
- foreign registers, copy of entry in, 138.
- former suit, in, admission of, taken *de bene esse*, 95.
- further consideration, on, 92, 316.
- further, leave to use, 94.
- heirship, of, under Trustee Acts, 1055.
- infancy, of, 135.
- interest on mortgage, rate of, 1608.
- judgments and proceedings in other Courts, 135, 136.
- letter, press copy of, admitted as, 136.
 - written "without prejudice," reading, 1270.
- liberty to use special, given, [702, 703].
- light, in action for injunction against obstruction of, 493.
- lost or missing documents, of, 135, 1909, 1910.
- marriage, of, 135.
- marriage certificate, by, 135.
- mistake, expunging evidence entered by, 134.
- mistake, of, in order to rectify or avoid instrument, 1440, 1914.

EXECUTION—continued.

- attachment, by writ of, 370, 381—388. *See* ATTACHMENT.
- bankruptcy of judgment debtor, effect of, 378, 379.
- charging order, effect of, 427, 428. *See* CHARGING ORDER.
- chattels, delivery of, [376].
- chief clerk nominated to execute deed, [375].
- committal, by, 370, 381—388. *See* COMMITTAL.
- conveyance of land, enforcement of, [375], 381.
- corporation, against, 372.
- costs of, 377, 379.
- costs, of judgment or order for payment of, 371, 376—378.
- deed, order for execution of, under Judicature Act, 1884, s. 14, [375].
- delivery in, by "lawful authority," 161, 400, 1721, 1722.
- delivery of property, of judgment for, 370, [376], 381.
- discovery in aid of, 57, 373, 431.
 - attachment for non-attendance under order for, 387.
- discovery, of order for, 371.
- District Registry, issue of writs from, 152.
- elegit, by writ of, 370, 380, 381, 1721, 1722.
- equitable, by appointment of receiver, [666], 667—669. *See* RECEIVER.
 - charging order by way of, on cash in Court, [423], 427.
 - when available, 369.
- executor carrying on business, by judgment creditor of, 1315.
- garnishee, to levy amount due from, 431, 432.
- habeas corpus* to bring up prisoner, [390], 391.
- interpleader summons, effect of, as suspending act of bankruptcy, 448.
- Irish Court, of judgment of, 170.
- issue of writs, 373.
- "judgment" includes "decree," 369.
- land, of judgment for recovery or delivery of possession of, 370, 380, 381.
- leave to sue out, for costs, [345].
- money, of order for payment of, 183, 369, 370, 376—378.
- order enforceable as judgment, 161, 369, 1201, 1656, 1719, 1720.
- partners, against, 371, 372, 1807, 1826.
- possession, by writ of, 380.
- privileged persons, (*e.g.*, peers, members of Parliament), against, 372.
- property, of judgment for delivery of, 370.
- redemption of lands delivered in execution, [1714].
- removal of action from inferior Court for purpose of obtaining, 710, 713.
- renewal of writ, 373.
- return of writs, enforcement of, [369], 390.
- sale of lands delivered in execution, 369, [1712, 1713, 1714]. *See* JUDGMENT CREDITOR.
- scheme of arrangement by railway company, pending, 2050.
- sequestration, by writ of, 392. *See* SEQUESTRATION.
- Serjeant-at-arms, order for, [390].
- sheriff, costs of execution payable to, 879 (*add.*).
 - liability of, for penalties, 377 (*add.*).
 - orders for committal of, [369].
- solicitor *functus officio* after, 916.
- specific performance, of judgment for, 1898 *et seq.*
- stay of, appeal does not operate as, 744.
 - evidence in support of application for, 373.
 - for costs on undertaking to refund, [742], 743.
 - pending appeal, 745, 746.

EXECUTION—*continued*.

- substituted service of judgment or order, 374, 375.
- turn over of prisoner, order for, [391].
- wrongful, liability for, 377.

EXECUTOR. *And see ADMINISTRATION OF ASSETS.*

- abroad, distribution of fund remitted by, 1251.
- absconding, dispensed with as party, 1251.
- account at suit of, 1247, 1248.
 - of rents against, 1249.
- account by, [1272—1277].
 - and surviving executor, [1272].
 - against executors of two executors deceased, [1273].
 - against executor of executor of acting executor, [1273].
 - common judgment for, effect of, 962.
 - Court fees on account rendered by, 1247.
 - duty of, to set out account though denying plaintiff's right as creditor, 77.
 - unless he admits assets, 77.
 - under usual judgment, 962, 986.
- accounts, statement of, may be ordered to render, 1246.
 - power of, to settle accounts, 1320.
- acting, before probate, 963, 1197.
- action, to defend, and be indemnified, [1290].
- administration action by and against, 1247.
 - direction by testator for, 1246.
 - necessary party to proceedings in, 1196, 1255, 1263.
- administration by Court, liability of, after, 1396.
- administrator, temporary, payment out to, 1263.
- admission of debt by, [1166], 1198, 1224.
- advancements, interest on, 1264.
 - presumption of satisfaction by, 1351, 1352.
- advances by, or by testator, inquiries as to, [1243, 1244].
 - ademption of legacy by advances, [1347], 1351, 1352. *See LEGACY.*
 - interest on, 1297.
- advances to, repaid to mortgagees, [974].
- advertisements for creditors, 1188, 1190, 1216.
 - when protected by, 1396, 1397.
- affidavit of documents by, order for, [53].
- agent, acting as, of co-executor, 963.
- agent of, liability of executor for acts of, 963, 964.
 - payment to, 1320.
 - salary of, 1277.
- agreement for mortgage, inquiry as to, [1291].
- allowance of payments by, 1254, 1277, 1278.
 - to, for carrying on business, [1313], 1315.
- annuity, duty of, to set apart fund for, 1380, 1381.
- annuity to, for his trouble, ceases of, 1376.
- appeal by, 727.
- appearance by, 1197.
 - in name of, in case of conflict of duty and interest, 1197.
- apportionment by, of residue among creditors, [1228].
- appropriation of legacies, &c. by, 1255, 1256.

EXECUTOR—*continued.*

- assent by, to legacy, 1253—1255.
- assets, admission of, by, [1186], 1198, [1244], 1253, 1254.
 - what acts amount to, 1253, 1254.
- dealing with, by, restrained, 620.
- right of creditor to follow, 1190, 1283, 1395.
- balances in hands of, accounts and inquiries as to, [983].
 - payment in of balance by, 1262.
 - order for, [175].
- bankers, liability of, for acts of his, 964.
 - mixing trust-money with his own at his, 984, 988.
- bankrupt, costs of, 991, 1270, 1272.
 - leave to go in and prove against, [1276].
 - receipts by assignees made defendants, [1276].
 - where receipts after certificate, [1276].
- bankrupt's estate received by a bankrupt executor, account of, [1277].
- bankruptcy of, 968.
 - when a ground for appointing receiver, 659, 1320.
- book debts, may assign, 1320.
- breach of trust by, [973, 978], 1272. *And see* TRUSTEE.
 - by testator, inquiry as to liability by reason of, [1319].
- building contracts of testator, inquiry as to, [1303].
- business of testator, carrying on, 995, [1310—1313], 1314—1316. *See* BUSINESS.
- calls on shares, indemnity against, [1283], 1284.
- carrying on proceedings against, [102].
 - without legal personal representative, [107, 109].
- charge of debts, mere direction for payment is not, 1203, 1204.
 - effect of, as to exoneration, 1294, 1295.
 - effect of, as to power of executor over realty, 1297, 1298.
- charge on funds, notice of, to executor, 961.
- charges on estate, inquiries as to, [1290—1292].
- co-executors, liability for acts of, 960, 962, 963.
 - proceedings between, 1251.
- compromise or composition of debt by, [1317, 1318], 1320.
- conduct of proceedings in administration, given to, 1279, 1320.
- conduct of sale committed to, 294.
- confirmation, Scotch, 1192, 1193.
- contingent liabilities, setting aside sum to answer, [1281], 1283, 1284, 1396.
 - transfer out, on giving security against, [1290].
- contracts by testator, indemnity against, [1281, 1282], 1284.
 - by executor or trustee under which estate liable, [1304].
 - conversion of investments by, inquiries as to, [1316, 1317].
 - conversion of wasting securities by, 1417—1422. *See* TENANT FOR LIFE.
 - inquiries and directions as to, [1291, 1303, 1304].
 - right of pre-emption declared, [1305].
- costs of:—
 - administration action, in, 996.
 - bankrupt or insolvent executor, 991, 1270, 1272.
 - charges and expenses, right to, [991], 993—996. *See* TRUSTEE.
 - counsel's opinion, acting under, 1307.
 - derivative executor, who has committed breach of trust, 991.
 - interest on, when allowed, 1266.

EXECUTOR—continued.**costs of—continued.**

- party costs to be paid by plaintiff and balance out of fund, [216].
- paying over residue, of, 1254.
- priority of, 1201, 1227, 1265.
 - declaration of, [1211].
- real estate, right to payment out of, 1249.
- refused, when, 996, 1269.
- retainer of, [1226], 1266, 1394.
- solicitor and client, as between, 1265, 1270.
 - declaration of priority of, [1211].
- Trustee Relief Act, under, 1015.
- costs, ordered to pay, when, 1269.
- creditor, action by, for administration, 1184—1236. *See* CREDITOR'S ACTION.
 - preference of, by executor, 1204, 1205.
- debt owing by, extinguishment of, by his appointment, 1320.
- debts, duty of, as to getting in, 1319.
 - order of administration of assets for, 1406, 1408.
 - payment of, by, [1227].
 - priority of, 1199, 1200—1203, 1236.
- deceased, account against estate of, [1272, 1273].
- derivative executor, accounts against, [1272, 1273, 1274], 1277.
 - and surviving executor, [1272].
 - rights and liabilities of, 1254, 1286.
- de son tort*, 1197, 1278.
 - liability of, 1197, 1198, 1278.
- devastavit*, action for, transferred to Chancery Division, 699.
 - when barred by statute, 980, 1223, 1224.
- dividend, ordered to make a, [1226].
- duty of, to protect estate, 1196, 1197.
- duty on fund in Court, obligation to provide for, 206.
- election to take under or against will, [1339—1341], 1342—1344. *See* ELECTION.
- executrix marrying, account against, [1274].
- exoneration of personalty from debts, [1286—1290], 1292—1296.
 - incumbrances created before testator's decease, 1292—1294.
 - Real Estate Charges Acts, under, 1294—1296.
- farming business, inquiry as to, [1311].
- foreign securities, direction to continue, [1317].
- funeral expenses, allowance of, 1277.
- gifts to "executors," 1327.
- husband of married woman executrix, accountability of, 610, [1274].
- impound property, right to, to meet debt due from legatee, 1255.
- improvements by, inquiry as to, [1310].
- incumbrances created by, 1296, 1297.
 - by testator, [1290—1292].
- indebted to estate, account against, [1273].
- indemnity to, against contingent liabilities of testator, [1281, 1282].
 - against covenants in leases, 1255, [1281, 1282], 1283, 1284.
 - against liability on shares, [1282, 1283], 1284, 1368, 1396.
 - as surety, [1280].
 - against partnership debts, [1290, 1292].
 - against testator's liability as trustee, [1281].

EXECUTOR—continued.indemnity to—*continued.*

defending action as executor, [1280].

infant's shares, stop order on, by way of, [1282].

judgment for administration, by reason of, 1284.

right of executor to, 993, 994, 1005, 1283, 1284, 1315, 1396.

Indian executor, allowed 5 p. c., 1278.

infancy of, 1192.

infant, legacy to, 1264 (*add.*).

infant's legacy, direction to, to pay in, [1258].

injunction against improper dealings by, [630, 631].

injunction against transfer of stock by, [617].

inspection of documents in hands of, [53].

insurance by, inquiry as to propriety of, 1282.

interest on costs of, 1266.

on balances of, [993, 994], 987, 988.

inventory, Scotch, 1192, 1194.

investments, conversion of, by, ordered, 1317.

improper, declarations and inquiries as to, [971—974], 975—977. *And*
see TRUSTEE.

inquiry as to continuing, [1316, 1317].

judgment against, priority of creditor obtaining, 1201, 1274.

judgment for administration, how affected by, 1005, 1006, 1224, 1396, 1397.

jurisdiction, resident out of, 1191, 1192.

leases, granted, inquiry as to, [1309].

indemnity to executor against covenants in, [1281, 1282], 1283, 1284.

legacy, action for, dismissed on payment with costs, 1268, [1393, 1394],
1395—1398.

interest on, liability of executor for, 1254.

payment of, into Court directed, [1245].

payment of, where abatement necessary, [1364].

prematurely paying, executor held liable, [1393, 1394], 1396, 1397, 1398.

action against legatee to refund, 1396.

right to payment or judgment, 1247.

legacy to executor, 1327.

implied condition that he prove will, 1353, 1354.

legal and equitable assets, 1203, 1204, [1404, 1405], 1407.

liabilities of testator, indemnity against, and incidence of, [1290—1293],
1284, [1319].

liberty to bid at sale, not in general given to, 295.

library improperly sold by testator, tenant for life, inquiry as to, [1319].

Limitations, Statute of, when available in favour of, 980, 1223, 1224.

not bound to plead, 1224, 1236.

when running against, 1223, 1224.

lunatic, and committee, account against, [1275].

married woman executrix, capacity of, 780.

devastavit by, liability for, 780.

injunction against dealings with assets by, 620.

liabilities of, 780. *See MARRIED WOMAN.*

payment out of Court to, 792.

will by, 782, 783.

mistake by, in admitting assets, 1264.

in making payments, 1394, 1397, 1410.

EXECUTOR—continued.

- mortgage, appropriation of, to answer legacy, 1255.
- mortgagee of executor, when bound to see to application of money, 1296, 1297.
- personalty and chattels real, of, 1296, 1297.
- realty, of, power of executor to make, 1296, 1297, 1314.
- testator, by, special inquiries as to, [1290, 1292].
- notice to, of charge on funds, 960.
- occupation by, inquiry as to, [1309].
- originating summons by or against, 1248, 1249.
- outstanding estate, direction to, to get in, [1316].
- duty of executors as to, 960, 961, 1319, 1320.
- receiver appointed where executor insolvent, 1320.
- when legatees may sue as to, 1320.
- paraphernalia, retainer of, by widow executrix, [1274].
- parties to administration actions, 1250—1252, 1254.
- partner, deceased, actions by and against executor of, [1290, 1812—1816], 1817—1819.
- carrying on business, liability of executor, 1314, 1315.
- indemnity to executor against partnership debts, [1290, 1292].
- proof in bankruptcy of surviving partner, 1818, 1819.
- right of, against surviving partner, 1817, 1830.
- when surviving partner must be sued jointly with, 1829.
- patentee, of, grant to, 1980, 1982.
- pauper action by or against, 1278.
- payment into Court by, when ordered, 962, [1258], 1261, 1262.
- payment out of Court to, 1263.
- in action, before accounts taken, 1264.
- on death of payee, 1263.
- payments by, allowance of, 1254, 1277, 1278.
- persons interested in estate, inquiries as to, [1321—1323], 1324, 1325.
- pledge by, 1296, 1314.
- preference to creditor, right of executor to give, 1204, 1205.
- probate, acts by, previously to, 963, 1197.
- duty, payment of, 1193—1195. *See PROBATE DUTY.*
- obtaining, 1191, 1192. *See PROBATE.*
- production of documents by, [53, 68], 69.
- profit by, from office, 998.
- purchaser deceased, of, judgment against, [1833].
- purchaser from, protection of, 1296, 1297.
- real estate, when executor may sell or mortgage, 1297, 1298, 1314.
- receipt by, 962, 963.
- receipt of trust fund by co-executor, 963.
- receiver, appointment of, where executor insolvent, 659, 1320.
- executor of, to pass accounts, 680, [685].
- executor to deliver securities, &c. to, [636].
- right of executor to, against partner, 1315.
- recouped amounts paid, [1402, 1409], 1410.
- recovery of trust moneys, inquiry as to possibility of, [982].
- refunding in favour of creditors, liability as to, 1396, 1397.
- refusal by, to convey or transfer, [1031, 1032, 1038], 1049, [1074]. *See TRUSTEE ACTS.*
- release to, inquiry as to execution of, [1233].
- when entitled to, 1278, 1285.

EXECUTOR—continued.

- removal of, 1023, 1024.
- remuneration to, [1313].
- rents, account of, against, 1249.
- renunciation by, 963, 1192, 1197.
- residuary account, effect and passing of, 1254, 1255.
- residuary legatee, refunding money paid by mistake to, [1394].
- residue, right to take, beneficially, 1353, 1354.
- apportionment of, where assets insufficient, [1238].
- retainer of costs by, out of balance, [1236].
- retainer of debt by, [1285].
 - bankruptcy, transfer of action to, 1236, 1288.
 - right of, 1285—1288.
 - judgment order, or appointment of receiver, how affected by, 655, 1285, 1286.
 - legal assets, confined to, 1285.
 - receiver, none against, 655.
 - waiver of, 1287.
 - what debts may be retained, 1286, 1287.
 - statute-barred debt, 1224, 1287.
- return of duty overpaid, proceedings directed to be taken for, [1394].
- reviving action, liability for costs, 106.
- salary to agent, allowance of, 1277.
- sale by, of chattels, 1296, 1314.
 - inquiry as to, 1304.
- sale of real estate by, 1297—1299.
- security, by, to refund, in respect of contingent liabilities, [1280].
 - leave to make proposal as to, [1281].
- separate estate, retainer of, by widow executrix, [1274].
- set off by, 1160, [1388], 1389.
 - of own debt against legacy, [1388], 1389.
 - though debt statute-barred, 1389.
- shares, devolving on, indemnity as to, [1282, 1283], 1284, 1368.
- shares, duty of, to sell, 960.
- shares, holding, liability of, 1005, 1286, 1396.
- solicitor acting as, when entitled to charge for professional expenses, 998.
- solicitor, costs of employing, 996.
- solicitor, how far liable for acts of his, 964.
- solicitor's, taxation of bill by or against, [252].
- specific bequests, direction for delivery of, [1288, 1361, 1362].
 - assignment of leaseholds directed, [1362].
 - powers of executors as to, 1296.
- specific devisee, right of, to sell realty, 1298.
- specific effects, sale of, [1289].
- statute-barred debt, retainer or payment of, 1224, 1236, 1389.
- suretyship of testator, indemnity against liability for, [1290].
- surviving exor, account against, [1272, 1273].
- tenant for life, of, inquiries as to liability, [1319].
- "testamentary expenses," meaning of, 1148, 1200, 1204.
- timber, cutting by mistake, 1278.
- trade of testator, inquiries as to carrying on, [1310—1313]. *And see*
 - BUSINESS.**
 - assent of widow to acts of co-trustee, with, [1312].

EXECUTOR—continued.**trade of testator—continued.**

- employment of assets in, executor liable for, [985], 986.
- inquiry as to, [1312].
- interest and profits of, distinguished, [1312].
- powers and liabilities of executors as to, 1314, 1315.
- remuneration allowed to executor, [1313].
- trust and mortgage estates devolving on, 1044.
- trust, breach of, by, 960 *et seq.* See BREACH OF TRUST; TRUSTEE.
- Trustee Acts, appointment under, 1042.
- trustee, when executor becomes, 1255.
- trusteeship of testator, inquiry as to liability under, [1281].
- vendor's lien, exoneration of personalty, 1293—1295.
 - declaration as to, [1306].
- wasting securities, conversion of, 1417—1422. See TENANT FOR LIFE.
- widow, account against representative of, [1274].
- wilful default by, directions as to, [983], 985, 986. *And see* TRUSTEE; WILFUL DEFAULT.
 - account against, on footing of, 962, [1244].
 - direction for annual rests and compound interest, [984].
 - employment of assets in trade, by, [985], 989.
 - inquiries as to, [985].
 - interest on balances charged in cases of, [984], 985, 987.

EXECUTORY SETTLEMENT, [1442—1449], 1450—1454. See SETTLEMENT.**EXEMPLIFICATION,**

- judgment of other Court, of copy of, 170, 171.
- receivable in evidence without further proof, 136.

EXHIBITS,

- costs of perusing, 262.
- form of entering, in orders, [129].
- proving, at hearing, 135.
 - order giving leave for, to be entered as read, [135].

EXONERATION,

- action by devisee for, when barred, 1256.
- of personal estate from mortgage debts, [1290—1292], 1364.
 - incumbrances created before testator's decease, 1292—1294.
- Real Estate Charges Acts, under, 1294—1296.
 - contrary intention, evidence of, 1296 (*add.*)
- vendor's lien, from, 1293.

EX PARTE,

- appeal from refusal of application, 728.
- motion, procedure by, 109, 345.
- receiver, when appointed, 345, 652.
 - not discharged, 686.
- transfer ordered, [695].

EXPECTANT SHARE,

- stop order on, [417].

EXPERTS,

- costs of, 262.
- judge in chambers may obtain assistance of, 279.
- law officer may require assistance of, 1981.
- order for inspection by, in patent action, [561].
- reference to, as to alleged obstruction of light, [91, 491], 493.

EXTENSION OF PATENT, [1984], 1985, 1986.**EXTENSION OF TIME. *See* TIME.****EXTINGUISHMENT,**

- commonable right, of, on enfranchisement, 518 (*add.*).
- debt, of, by discharge from arrest, 1584.
- dower, of right to, 808, 809.

EXTRADITION ACT, 1876,

- offence within, disobedience to order of Court is not, 387.

FACT (QUESTION OF). *See* ISSUE.**FACTORS,**

- marshalling securities against factor, 1742.
- mortgages or pledges by, 1666—1668.
- Factors Acts amended by 52 & 53 Vict. c. 45..1665.
- "mercantile agent," meaning of, 1665, 1666.

FALSIFYING AND SURCHARGING, 1156, 1157, [1174, 1175,], 1177—1179.**"FAMILY,"**

- gift to, 1328.

FAMILY ARRANGEMENT,

- consideration for, not minutely scanned, 1431.
- creditors, pressure by, to compel son's concurrence, 1431.
- validity of arrangement as against, 1431.
- declared binding, with consequent directions, [1425].
- enforcement of, 1431.
- favourably regarded by Court, 1431.
- failure of, by non-execution by one of the parties, 1432, 1786.
- infants, how far bound by, 1432.
- mistake not necessarily a ground for setting aside, 1431.
- pressure or undue influence, avoidance on ground of, 1431.
- Settled Land Acts, forming part of settlement under, 1504.
- trustee, undue influence by, 1431.

FARM,

- allowance for managing, declaration as to, [1313].
- business, inquiry as to, and expenditure thereon, [1311].
- farming contract enforced by injunction, [465], 466, 470.
- issue as to custom to consume hay, &c., 335.
- receiver and manager of, appointed, 654.
- receiver to repair buildings in accordance with specification, [672].

FASCIA,

- injunction to restrain interference with, 484.

FATHER,

- duty of, to maintain child, 853.
- rights of, as to infant children, 847, 870, 884. *See* INFANT.
- settlement, agreement for, enforced against, [1423], 1425.

FEES (COUNSEL'S),

- allowance of, on taxation, 241, 257, 259—261.

FELLOWSHIP,

- receiver of, 665.

FELONY,

- administrator of felon appointed by Crown, 1499.
- appointment of new trustee in case of trustee convicted of, 1079.
- compounding, avoidance of contract for purpose of, [1942], 1945, 1965.
- conviction of mortgagee for, [1579], 1585.
- of mortgagor for, [1702].
- of protector of settlement for, consent by Court in such case, [1496], 1498.
- forfeiture and escheat for, abolition of, 1388, 1585.

FEME COVERT. *See* MARRIED WOMAN.

FENCE,

- injunction against permitting to remain, [439].

FIERI FACIAS (WRIT OF),

- enforcement of judgment or order by, 369, 371, 376—378.

FIERI FACIAS DE BONIS ECCLESIASTICIS (WRIT OF), 376.

FILING,

- affidavits, time for, 92, 94.
- chief clerk's certificate, 286, 297.
- documents and pleadings instead of delivery after default in appearance, 160.
- duplicate of order under S. C. F. R., r. 24..180.
- notice of motion, in default of appearance, 156, 345.
- petition, 339, 340.
- pleadings, on entry of judgment, 156, 345.

FINAL ACCOUNT,

- receiver's, 677, [635], 687.

FINAL AND INTERLOCUTORY JUDGMENTS, 3, 729—731. *See* JUDGMENT.

FINDINGS OF JURY ON ISSUES. *See* ISSUES.

- Court, how far bound by, 337.

FINE,

- contempt of Court punished by, 406, 407.

FINE ARTS COPYRIGHT ACT, 1862..43 (*add.*).

FINES,

- allowance of, in foreclosure action, 1622, 1639.
- on admission to copyholds, inquiry as to, [1438].
- on renewal of leaseholds, inquiry as to, [1065].

FINES AND RECOVERIES ACT, 1498, 1499. *See* **DISENTAILING DEED ;**
MARRIED WOMAN.
 rectification of deed enrolled under, 1913.

FIRE-ARMS,
 injunction against testing, [523], 526.

FIRE INSURANCE. *See* **POLICY.**

FIREWORKS,
 injunction against, [523].

FIRM. *See* **PARTNERS ; PARTNERSHIP.**
 default of appearance by, 148, 151.
 discovery of names of, [55], 56, 57.
 no attachment for default, 85.
 name of, injunction against wrongful user of, 546.
 partners may sue and be sued in name of, 57.
 receiver permitted to sue in name of, [644].

FISHERY,
 judgment establishing right to, and quieting possession, [622].

FIXTURES,
 Bills of Sale Acts, assignments within, 1671, 1672, 1677, 1682.
 mortgage of, 1671, 1682—1684.
 removal of, injunction against, [476].

FOLLOWING ASSETS,
 creditors, by, in hands of legatees, &c., [1393, 1394], 1395—1397.
 lessor, right of, as to, 1283.
 parties to action for, 971.

FOLLOWING TRUST FUNDS, 965, 966, 1164. *See* **TRUSTEE.**

FOOTWAY,
 obstruction of, by local board, restrained, [507].

FORECLOSURE,
 absolute, orders for, [1651—1654].
 when made, 1656, 1657.
 at hearing, [828, 1654].
 infant, against, [827—829].
 opening, [1655], 1658.
 possession, with direction for delivery of, [1654].
 registration of, not necessary, 1656.
 account, usual judgment for, and for foreclosure in default of payment, [1575].
 amount due, judgment for, and account, with credit for amount
 recovered, [1575], 1582.
 including costs of abortive sale, [1588].
 mortgagee in possession, against, [1580, 1620, 1622], 1632—1635.
 on whom binding, 1636.
 parties to taking of, 1599, 1636.
 regard being had to amount received, [1575], 1582.
 repairs and improvements, of, [1621, 1622], 1640.
 tender and part payment, after, [1579].

FORECLOSURE—continued.

- agreement to execute mortgage, specific performance of, 1587, [1694], 1703.
- allowances in account, 1638—1641.
- annuitants, judgment against, [1724].
- appeal from judgment for, 729.
- apportionment, where mortgages devised to several, [1726].
- bankrupt mortgagor, costs of assignees and trustees of, 1618, 1619.
 - dismissed from action, [1587].
 - value of security assessed by mortgagee, [1628], 1646.
- bankruptcy of mortgagor, no bar to, 1585.
 - proof by mortgagee in, 1585, 1705.
- building agreement, under mortgage of, to lessor, [1867].
- buildings, account of sums laid out on, [1623].
- carrying on proceedings under former judgment, [1729].
- causes for, assigned to Chancery Division, 1581.
- chambers, liberty to apply at, for payment of money, [1576].
 - for sale, [1579, 1696].
- change of interest of parties to action for, [1723—1729], 1730.
 - pending action and after judgment, [1729].
- charge, declaration of, [1659].
- charge *simpliciter* does not carry right to, 1584.
- chattels, foreclosure and redemption of, [1659—1662], 1662—1684.
 - acquired after the mortgage, [1661], 1681, 1682.
 - Bills of Sale Acts, under, 1669—1681. *See* BILL OF SALE.
- choses in action, of, 1663, 1664. *See* MORTGAGE.
- clandestine mortgage, of, 1599.
- co-heirs of mortgagor, against, [1728].
- collateral securities, rights of mortgagee holding, 1583, 1658.
- colony, of land in, 1581.
- company, at suit of mortgagee of, 1585.
 - mortgages by, enforcement of rights under, 1585, [1684—1689], 1690—1693.
- consolidation of mortgages, [1734—1736], 1737, 1738. *And see* MORTGAGE.
- copyholds, foreclosure and redemption of, [1578], 1604, 1605.
 - held to be included in mortgage, [1625].
- costs in action for, 1613—1619.
 - abortive sale, of, 1617, [1628], 1636.
 - assignees and trustees, of, 1618, 1619.
 - charges and expenses, what allowed, 1616, 1617.
 - inquiry as to, properly incurred, [1627].
 - direction for allowance of, [1628].
 - copyholds, of surrender of, 1604.
 - County Court limit, within, 1581.
 - creditor's action by mortgagee, 1615.
 - disclaiming defendants, 1617, 1618, [1654].
 - mortgagee, right of, to costs, 1613.
 - barred by oppressive conduct, overpayment, or improper resistance of right to redeem, 1613.
 - refusal to accept tender, or loss of deeds, 1614.
 - overpayment, in case of, 1614, [1623], 1637, 1640.
 - particular question, costs of, distinguished, [1626].
 - partnership, of mortgage of share in, 1697.
 - personal payment, in judgment for, [1576], 1582.

FORECLOSURE—continued.**costs in action for—continued.**

- possession, of recovering, [1732].
- priority of, 1615, 1616.
- proceedings at law, &c. included, 1616, 1617.
- receiver, of, 1619.
- reconveyance, of, 1616.
 - mortgagee, or heir lunatic, 1616.
- sale, allowance of special items, [1622].
- sale, consent to, costs not lost by, 1593, 1615.
- scale of, 1615.
- set-off for, [1580], 1613.
- solicitor-mortgagee, of, 1615, 1617.
- tender, effect of, 1583.
- trustees of equity of redemption, of, 1619.
- unnecessary evidence, of, 1613.
- unnecessary parties, of, 1618.
- County Court jurisdiction in actions for, 1581.
- covenant for payment, judgment for amount due under, [1575].
- covenant not to call in mortgage money, action before day named, 1583.
- creditor's deed, against trustees of, 1601.
- Crown, without prejudice to rights of, [1579], 1585.
 - cannot be foreclosed, 1585.
- day to show cause, given to infant, [1580].
 - not given to married woman, 779.
- debenture holders, accounts and inquiries in actions by, [1625—1629], 1691—1693.
 - declaration of rights of, [1625, 1626, 1627].
- debt admitted, judgment for payment in six months, [1577].
 - assignment of, effect of, 1584.
- declaration of right to include property fraudulently omitted, with inquiries as to incumbrances and plaintiff's other securities, [1625].
- deeds, delivery up of, when ordered, in action for, 1575, 1584.
 - directed on oath, [1575, 1580, 1744].
 - deposit of, in Court for parties interested, in case of tenancy for life, [1726].
 - liberty to apply in Chambers as to, [1743].
 - production of, by mortgagee, 1611, 1612.
 - right to, on payment off, 1657.
 - subsequent incumbrancer without notice, not deprived of, 1584, [1743], 1755.
- default of appearance, judgment on, 1575, 1583, 1656.
- defective assurance, mortgagee having, aided in equity, 1587.
- derivative mortgagees, judgments by and against, [1730—1733]; 1734. *See* **MORTGAGE.**
- deterioration, inquiry as to, [1624].
- devisees in trust, against, being also executors, 1601.
- disclaiming defendant, costs and dismissal of, 1617, 1618.
 - foreclosure of, [1654].
- discovery in action for, 1637.
- dower, judgment without prejudice to right to, [1726].
- ecclesiastical property, of mortgage of, 1665.
- enforcement of judgment for, 380.

FORECLOSURE—continued.

- enlarging time for, on motion before default, [1646], 1649, 1650.
- after default, 1655.
- pending appeal, 1647, 1649.
- where mortgagee failed to attend, [1647].
- where mortgagee has received rents, [1647].
- equitable mortgage, of, 1583, [1694—1699], 1704, 1705. *See* MORTGAGE, EQUITABLE.
- equity of redemption, change of interest in, forms of judgment, [1723—1730].
 - foreclosure of purchaser of, 1575.
 - mortgagee interested in, foreclosure by, [1727, 1728].
 - purchaser at undervalue, right of, 1585.
 - trustee of, action against, 1601.
- evidence in action for, of amount due, 1584, 1585.
- of rate of interest, 1608.
- execution against person of debtor, after, 1584.
- felony, in case of conviction of mortgagor or mortgagee for, [1579], 1585.
- final order for, [1651—1654].
- finances on copyholds or renewal of leases, allowance of, 1622, 1639.
- foreign land, of, 626.
- fraud, effect of, on costs, 1613.
- freeholds and copyholds separately mortgaged, of, [1595].
- freeholds for a term and copyholds in same mortgage, of, [1578].
- freeholds, of, and surrender of copyholds, [1578].
- goodwill, of mortgage of, 1651.
- improvements, accounts of, [1621, 1622], 1640.
- interest on sums expended for, 1640.
- incumbrances, inquiries as to, [1567, 1624, 1625], 1637.
- infant heir-at-law, against, infant declared trustee, [829], 831.
- day to show cause given to, [827—829], 830—833, [1590]. *And see* INFANT.
- immediate absolute judgment against, [828].
- interested in remainder, 1600.
- sale ordered in action against, 862, 1592.
- insurance, allowance to mortgagee for, 1638.
- sums received for, account of, [1622].
- insurance premiums, account of, [1621], 1638.
- interest, after notice of payment off, 1610.
- allowed on amounts received, [1622], 1639.
- arrears of, Statutes of Limitation, 1610, 1611, 1635.
- on transfer, 1609.
- certificate of result of account including, when to be signed, 1636.
- compound, allowance of, 1609, [1630].
 - bankers cannot charge, 1610.
- payment of, Statutes of Limitation, 1606, 1635.
- subsequent, computed, [1641, 1642, 1647, 1648], 1650.
- waived, [1648].
- tacking arrears of, 1611, 1758.
- tenant for life, when to be kept down by, 1608, 1609.
- turning, into principal, 1609, 1610.
- when payable, and at what rate, 1607.
- joinder of causes of action with, 1581.

FORECLOSURE—continued.

- joint account, where mortgagees entitled on, 1657.
- judgment against mortgagor for payment of amount due, [1575].
- judgment creditor, right of, to foreclose, 1583, 1584.
 - form of judgment against, 1646. *And see* JUDGMENT CREDITOR.
 - not necessary parties to action, 1600.
- just allowances in action for, what are, 1638—1641.
- land tax redeemed by mortgagee, order as to, [1634], 1639.
- Land Transfer Act, registered charge under, effect of, 1583, 1592, 1704.
 - alteration of register, [1745].
- leasehold public-house, of, 1651.
- leaseholds, of, 1651, 1657.
- leaseholds, of, with direction to mortgagor to take out administration, [1644].
- leaseholds vested in Crown by felony of mortgagor, [1579], 1585, 1586.
- legal estate outstanding, judgment where, [1644].
- lien, enforcing by foreclosure, [1706—1709].
- Limitation, Statutes of, effect of, 1605—1611. *See* LIMITATIONS.
 - express trust, in cases of, 1611.
- lis pendens*, registration of action for, as, 323, 1754.
- Lloyd's bonds, declaration of rights as to, [1688], 1693.
- lunatic's estate, how dealt with, 1616.
- machinery and fixtures, of, 1677, 1682—1684.
- married woman, mortgage of property of, 778, 779.
- marshalling securities, [1738—1740], 1741, 1742. *See* MARSHALLING.
- moiety, where plaintiff is also mortgagee of, [1738].
- newspaper, of share in, judgment for, 1820.
- notice to pay off, action after, 1583.
- occupation rent charged, [1633], 1635, 1636, 1638—1640.
- opening foreclosure, 1650, 1651, [1655], 1658.
 - credit given for sum certain in order to avoid, [1577] (*add.*).
- opening signed accounts, on application of mortgagor defendant, 1636.
- originating summons, judgment on, avoiding necessity for certificate, [1577].
 - procedure by, 1582.
- overpayment, inquiry as to, [1623, 1663].
 - costs, &c., in case of, 1614, 1637.
- part payment and tender, after, [1579], 1583.
- partial, where part vested in Crown by conviction of mortgagor, [1579].
- parties to, who should be, 1583, 1599—1602, 1645, 1733.
 - change of, after judgment, [1739].
- partnership, of mortgage of share in, [1697].
- payment, immediate judgment for, [1575], 1582.
 - by mortgagor, effect of, 1586.
 - in six months, debt and interest being admitted, [1577].
- payment into Court in action for, 1556.
- pension, of mortgage of, [1661], 1665.
- personal payment, right to judgment for, 1582.
- pledge, of, 1662 *seq.*
- policies, of, 1662, 1668, 1669. *See* POLICY.
- premiums on policy, account of, [1621], 1638.
- possession, judgment or order for delivery of, 380, 1576, 1582, 1620, [1654, 1656], 1657, 1658.

FORECLOSURE—continued.

- possession, mortgagee in, account against, [1590, 1620, 1622], 1632—1635.
- power of sale does not affect right to, 1584, 1591.
- prejudice, judgment without, to proceedings as to title deeds, [1743].
 - to rights of defendants, [1576, 1590, 1598, 1622], 1645, [1649].
 - to right of plaintiff to enforce payment of balance, [1699].
- priorities, inquiries as to incumbrancers', in foreclosure action, [1624].
 - declarations as to, [1742, 1743].
 - law regulating, 1746—1758. *See* MORTGAGE.
- public-house, of mortgage of, 1651.
- purchasers without notice, delivery of deeds by, not ordered, 1675, 1684, 1585, [1743], 1754, 1755.
 - liable to foreclosure, 1584.
- railway, of mortgage of, [1688].
- receipt in full, effect of giving, 1583.
- receiver, appointment of, after foreclosure, 1657.
 - costs of, in foreclosure action, 1619.
 - discharged, and to pay balance to mortgagee, [1647, 1648, 1649], 1650, 1651. SM 2142
 - not appointed after final foreclosure, 661.
 - of railway, appointment of, [1688, 1689], 1692.
 - payments of, into Court, taken into account, [1578].
- reconveyance subject to jointure, &c., ordered, [1723].
- recovery of land, action for, joinder of, 1249, 1581.
- redemption, one time for, given, [1590, 1622], 1644—1646.
- registration, effect of, 1752—1754. *See* MORTGAGE.
- registration of order absolute for, 1753.
- renewed leaseholds, of, allowances for fines, 1622, 1630.
- rent-charges of railways, declarations of priority, [1699].
- rents, account of, [1590, 1620, 1622], 1629, 1633, [1696, 1722].
 - carried on, [1647, 1648].
 - with rests, [1620], 1637, 1638.
 - no allowance for receiving, 1639.
- repairs and improvements, account of, [1621, 1622], 1640.
 - inquiry as to, [1624].
 - interest on, 1640.
- representative parties in action for, 1600, 1601.
- rests, account when taken with, [1620], 1621, 1637, 1638.
- reversion of mortgage for term, direction to re-convey, [1578].
- right of mortgagee to, 1581—1585.
- sale in action for, 1587—1593.
 - after judgment for foreclosure, 1593.
 - competent part, of, [1587, 1588], 1597, [1699, 1759].
 - conduct of, 1592.
 - Conveyancing Act, 1881, under, 1591.
 - costs not lost by consent to, 1593.
 - Crown, as against, 1585.
 - foreclosure of unsold part, 1657.
 - immediate, by consent, [1587], 1592.
 - infant, in action against, 1592.
 - judgment creditor, on petition or action by, [1712—1717], 1718, 1722, 1723.
 - judgment for, [1587].

FORECLOSURE—*continued.*sale in action for—*continued.*

- jurisdiction to order, 292.
- land declared free from incumbrance on money being brought into Court, [1589].
- liberty to apply in chambers for, [1579].
 - as to proceeds, [1702, 1714].
- liberty to parties to bid at, [1590, 1744].
- loss by temporary investment of proceeds of, 1658.
 - deposit to meet expenses of, 1592.
- on request of incumbrancers, [1587].
 - of mortgagor or puisne incumbrancers paying in security fund, [1588].
 - out of Court, [1590], 1591.
 - proceeds of, application of, [1587], 1593, 1610, 1611.
 - proceeds, surplus, inquiry as to persons entitled to, [1627].
 - production of title deeds for purposes of, [1744].
 - reserved biddings, directions as to, [1589, 1590].
 - securities enforceable by, 1583, 1584.
 - security, on giving, [1588, 1590], 1591.
 - undertaking for public benefit, of, 1591.
 - when directed, 1591—1593.
- second mortgagee, of, declining to redeem, [1654].
- set-off of costs by resistance of right to redeem, 1613.
 - tender and part payment, after, [1579].
- settlement of equity of redemption, in case of, [1723].
- ship, allowance to mortgagees of, 1640, 1641.
- staying proceedings in, on motion by defendant, 1586.
- stock mortgage, of, [1659], 1662, 1664, 1665.
- sub-mortgage, costs, &c., 1619. *See* MORTGAGE, DERIVATIVE.
- successive redemptions and foreclosures, [1641—1644], 1645, 1646, [1724, 1734, 1735].
 - first mortgagee *v.* puisne, [1641].
 - second mortgagee *v.* first and puisne, [1644].
- summary judgment for, 1582.
- surcharging and falsifying accounts in action for, 1636.
- surety, by or against, 1600, [1791].
- surrender of copyholds ordered, [1578].
- tacking in action for, 1755—1758. *See* MORTGAGE.
- tenant by curtesy, against, charging interest, 1726.
- tenant for life, keeping down interest, 1481, 1482, [1726].
- tenant in tail, against, 1587.
- tenants in common of equity of redemption, against, 1727, [1726].
- tender, effect of, as to interest and costs, 1583, 1610, 1614.
 - foreclosure after, [1579].
- term, of mortgage for, with direction to convey reversion, [1578, 1653].
- time for, any time after default, 1583.
- title deeds, production of, by mortgagee, 69, 1611, 1612, [1744]. *See* *supra*, deeds.
 - loss of, effect of, as to costs, 1614.
- transferee, by, 1585.
 - pendents lite*, whether necessary party, 1600.
 - right of, to interest on arrears of interest, 1609.

FORECLOSURE—continued.

- trust, mortgage devised in, 1726.
- trust to stand charged, estate conveyed upon, 1583.
- trustee, c. q. tr. represented by, in action for, 1601.
 - costs of, priority of, 1619.
 - of equity of redemption, not necessary party, 1601.
- wife's estate, of, 778, 779.
- wilful default, account on footing of, against mortgagee in possession, [1590, 1630, 1632], 1634, 1635.

FOREIGN ATTACHMENT,

- under custom of London, effect of, 434, 693.

FOREIGN CORPORATION,

- service on, 16.

FOREIGN COURT,

- case sent for opinion of, [714, 715], 716, 1339.
- commission to, 96.
- discovery in aid of proceedings in, 56.
- judgment of, effect of pleading, 626.
 - for account, when no bar to account here, 1156.
 - when recognized and enforced in this country, 626, 1337, 1338, 1339.
- jurisdiction of, not interfered with, 846.
- proceedings in, stayed, [623, 624].
 - after and before judgment in this country, 625, 626.
 - principles on which jurisdiction exercised, 625.

FOREIGN GOVERNMENT,

- action by, against agent for account, 1170.
- bank notes of, injunction against forging, 547.
- bonds of, deposit of, in Court, 184.
- discovery by, [49], 59, 64.
- service of process on, 16.

FOREIGN GUARDIAN, 845, 846, [682], 888. See GUARDIAN.**FOREIGN INSTRUMENTS,**

- stamps on, 140.

FOREIGN LAND,

- jurisdiction as to, 626, 1338.
- receiver of, 653, [681, 683], 684, 685.
- specific performance of agreement for sale of, 1847.

FOREIGN LAW. See DOMESTIC.

- case sent for information as to, [714, 715], 716.
- contract according to, plea of, 626.
- evidence of, 137.
- inquiry as to, [1329—1332], 1333—1339.
- lex fori* and *lex loci*, 627.
- settlement, proof that fund not affected by, 1263.
- statutes, foreign and colonial, evidence of, 137.
- when recognized and enforced in this country, 627.

FOREIGN PROBATE, [1193], 1196, 1336, 1337.

FOREIGN SECURITIES,

- deposit of, in Court, 184. *See* DEPOSIT.
- direction to continue, [1317].
- inquiry as to converting, [1317].
- legacy duty payable in respect of, 205.
- specific performance of agreement for sale of, 1847.

FOREIGNER,

- right of, to sue in this country, 626.
- security for costs by, 28.
- service on, 16.
- trade mark, action by foreigner to restrain infringement of, 544.

FORESHORE,

- injunction against removal of shingle from, 475, [486], 514.
- issue as to, 334.

FOREST,

- encroachments on, restrained, [514], 516, 517.

FORFEITURE,

- charging order, effect of, to create, 428, [1350].
- copyholds, of, jurisdiction of equity to relieve against, [1976].
 - declaration of tenant's right to admission, [1975].
 - declaration that seizure by lord ought to be set aside, [1976].
- Crown lease, of, relief against, 349.
- deposit, of, 1874, 1875. *See* VENDOR AND PURCHASER.
- discovery exposing a party to, 84.
- dower, of, 809, 811.
- felony, on conviction for, abolition of, 1383, 1585.
- lease, of, 1976—1978.
 - application for relief as to, 276 (*add.*).
- legacy, of, declared, [1350].
- life interest, of, on bankruptcy, decree for payment of dividends until, [188].
- Marriage Act, under, declared, [904], 905. *See* MARRIAGE ACT.
- remoteness, clause when void for, 1356.
- Settled Land Acts, not occasioned by exercise of power under, 1510.
- trustee, by attainder or conviction of, 1056.

FORGED INSTRUMENTS,

- production of, 69.
- prosecution for forgery recommended, 1919.
- relief in respect of, 957, [1918, 1919], 1920, 1921.

FORGERY,

- co-executor, by, 963.
- liability of trustee paying money on, 996.

FORMA PAUPERIS. *See* PAUPER.

- suing in, [906], 909.
- costs, 262.

FOUR DAY ORDER,

- receiver, against, 679.

FRAME OF JUDGMENT. *See* JUDGMENT.**FRANCHISE,**

interference with, restrained, 480.

FRAUD. *And see* MISREPRESENTATION.

account in cases of, 1155, 1171, 1179.

agent, by, 1171, 1172.

arbitration, question of fraud not to be tried by, 355.

award impeached for, 359.

concealed, right to relief in case of, 1926.

conveyance established, though destroyed by settlor and the estate devised by him, [1917].

executed under false representation as to its contents set aside, [1921], 1922, 1923.

costs in foreclosure action affected by, 1615.

costs of action to set aside deed for, 1920.

creditors, as against, 13 Eliz. c. 5..1676, 1954—1956.

conveyance, fraudulent as against, set aside, [1951—1953].

form of judgment to set instrument aside for, [1954], 1955.

deceit, action of, when maintainable, 1924.

following money obtained by, 986.

forged instruments, relief in respect of, [1918, 1919], 1920, 1921.

marriage certificate, payment to supposed lawful children to be repaid, [1919].

transfer of shares set aside, [1918].

general allegations of, insufficiency of, 1926.

infant, by, effect of, 835, 836.

inquiries as to priorities depending on question of, 345.

interest chargeable in cases of, 1942.

judgment obtained by, when and how set aside, 113, 725.

jurisdiction, concurrent in cases of, 1154 *seq.*

marital rights, on, settlement set aside, [1951].

married woman, by, 761, 762, 768, 804.

misrepresentation amounting to, what is, 1786, 1924, 1925, 1932, 1933.

mortgage, concealment of, effect of, 4 & 5 Will. & M. c. 16..1599.

opening account on ground of, 1178.

partnership profiting by, 1821.

power, fraud on, what is, [1466], 1467, 1468.

preference, fraudulent, acts amounting to, 1958, 1959.

privilege from discovery not extended to cases of, 73.

reconveyance when ordered where deed set aside for, 1920.

sale by Court, when set aside on ground of, 312.

settled account, opening, on ground of, 1178, 1179.

settlement *bond fide*, not to be deemed fraudulent within 27 Eliz. c. 4.. 1962 (*add.*).

solicitor, by, summary jurisdiction in case of, 950, 951.

liability of trustee in respect of, 964.

specific performance, defence to action for, 1843.

suppressed or destroyed instruments, relief in respect to, [1917], 1918.

taxation, entitling to, after payment, 248.

trade mark, fraudulent user of, 1996.

vendor and purchaser, effect of, as between, 1843, 1844.

FRAUDS, STATUTE OF,

- contract or sale of lands under, 1837—1841.
- contract to answer debt of another, 1783.
- part performance taking case out of, 1427, 1840, 1841.
- pleading, 33, 1840.

FRAUDULENT TRUSTEE,

- declared personally liable, [957].
- discharge of, in bankruptcy, not released by, 968, 990.
- imprisonment of, 989, 990.
- leave to prosecute, [989].

FREEBENCH, [906, 907], 809, [1300]. *See* DOWER.**FREIGHT,**

- account of, [437].
- injunction against collecting, and appointment of receiver of, [651].
- interpleader as to adverse claims to, judgment in, [437].

FRIENDLY SOCIETY,

- appointment of new trustees of, 1024.
- contempt of Court, trustees of society committed for, 1024.
- debts due by officers of, priority, 1200, 1768.
- disputes between members, &c., arbitration, 361, 711.

FRIVOLOUS OR VEXATIOUS PROCEEDINGS,

- order preventing frivolous applications in pending actions, [344].
- staying or dismissing, 34, 35, 116, 117.

FUNDS IN COURT,

- carrying over of, [306], 208—210. *See* CARRYING OVER.
- charging order, on, [433—435]. *See* CHARGING ORDER.
- delivery out, of securities, [177], 184, [192], 197. *See* PAYMENT AND TRANSFER OUT OF COURT.
- injunction against dealing with, 417—422. *See* STOP ORDER.
- investment of, [196], 200, 201. *See* INVESTMENT.
- payment of costs out of, [217, 218], 219, 240, 242, 258.
- payment of dividends on, 186—190. *See* PAYMENT OF DIVIDENDS; DIVIDENDS.
- payment or transfer in, of, 185. *See* PAYMENT AND TRANSFER INTO COURT.
- payment or transfer out, of, 186—197. *See* PAYMENT AND TRANSFER OUT OF COURT.

FUNERAL EXPENSES,

- account of, [1184, 1237].
- admission of assets to pay, [1238].
- payment of, [1184, 1237, 1238, 1300].
 - when disallowed, 1277.
- priority of, 1200.

FURNITURE,

- assignment of, within Bills of Sale Acts, 1670, 1676.
- delivery of, to married woman, for separate use, [812].
- directions to let, with mansion, [861].
- expenditure on, directed, [863].
- hiring, custom of, 1676.

FURNITURE—*continued*.

injunction against parting with, and appointment of receiver of, 636.
inventory of, in administration action, [1362], 1370.
issue as to right to, in interpleader, 440.
settlement of, directed, [765].

FURTHER CONSIDERATION, CHAP. XX., 314—317.

account, in action for, [1179], 1180—1183.
adjourning, usual direction for, [159].
 chambers, on application in, [314].
 costs of, [160].
 on interlocutory order on admissions, [159].
 on motion for judgment or for new trial, 315.
administration action, of, usual judgment on, 1267 *et seq.* See **ADMINISTRATION**.
appeal from order on, 729, 730, 731.
chambers, in, [159], 160, 275, 278, [314], 317.
continuing, 160.
costs, adjournment of, until, 160, 317.
 subsequent to judgment included in general direction, 160.
creditor's action, of, [1235—1231], 1232—1235. See **CREDITOR'S ACTION**.
evidence on, 316.
further directions, hearing upon, under old practice, 3.
general account, in action for, [1179].
hearing of, on question reserved by Chief Clerk, right to begin, 315.
inquiry directed on, 315.
interest computed on, 316.
married woman, payment to, ordered on, 788.
orders on, and on motion or summons to vary certificate, [314, 315].
originating summons, on, under, O. LV., 32..317.
parties to appear on, 315.
partition action, of, 1556.
principle of judgment not to be varied on, 160, 316.
 as to costs, 160, 317.
proof of debt after, [1215].
receiver need not be continued on, 317.
reservation of costs of, 160, 317.
sale or mortgage on, to raise deficiency, [1357, 1359].
service of notice of, on parties, affidavit of, 316.
 on person having stop order, 316.
 on purchaser under judgment of Court, 316.
setting down cause for, 3, 160, 315.
 together with summons to vary certificate, [296].
short, action on hearing on, may be marked, 315.
specific performance action, of, reservation of, [1652].
 orders on, [1668].
subsequent, reservation of, 317.
summons, order on, [314, 315].
 adjourning into Court, 317.
wilful default not charged on, 316.

FUTURE CALLS,

indemnity against, in administration actions, [1283], 1284.
mortgage of, 1690.

FUTURE RIGHTS,

- appeal from order declaring, 145, 732.
- Court unwilling to make declaration as to, 144, 145.

GAMBLING DEBT,

- bill given for, dealings with, restrained, 617.
- proof for, in administration action, 1218.

GAME,

- injunction to restrain killing of, 466.

GARNISHEE ORDER, [490], 431—435.

- attachment in Mayor's Court does not suspend operation of, 693.
- creditor obtaining, to be added as co-plaintiff, 104.
- discovery from garnishee, 374.
- effect of, 433—435.
- married woman, against, 433, 754.
- priority of, as regards solicitor's lien, 435.
- proceedings under O. XLV., 431 *et seq.*
- protection and discharge of garnishee, 431, 432, 434.
- receiver appointed in lieu of, 668.
- right of judgment creditor to, 431.
- service, until, not a charge, 433.
- what debts are attachable, 432, 433.

GAS ENGINEER,

- injunction against setting up business of, [463].

GASWORKS,

- pollution of water by, penalty for, 533.

GENERAL MEETINGS,

- injunction against holding, improperly, [601].

GENERAL WORDS,

- construction of, in deed, 1684, 1978.
- easements passing under, in conveyance, 508.

GIFT,

- chattels, of, 1423.
- client, from, to solicitor set aside, 938—940.
- complete, when, 1423.
- imperfect, not carried out as trust, 1423.
- or loan, 1203.
- spiritual medium, to set aside, [1943].

GLEBE LANDS,

- charge on, by Inclosure Commissioners, enforced, [1760], 1761.
- erection of cottages on, investment in, under L. C. C. Act, [3025, 3026], 2027.
- leases of, [1499—1499], 1494. *And see CHARITY.*
- leave to purchase reversion from Ecclesiastical Commissioners, 1494.
- mines under, right to work, 475, 482.
- waste on, injunction to restrain, 482, 483.

GOODWILL,

- account of, in partnership action, 1800.
- foreclosure of mortgage of, 1651.
- enforcing sales and contracts as to, 1796, 1836.
- inquiries to ascertain value of, 1800, 1827.
- meaning of term, 1809, 1810.
- sale of, as going concern, 468, 592, [640], 1809, 1810.
- agreement for, when enforced, 1836.
- covenant not to trade, benefit of, passing with, 468.
- use of trade-name, right to, 544, 592, 593.
- valuation of, ordered, 1800.
- solicitor's business, of, transfer of, 922.
- trade-mark, connection of, with goodwill, 544, 1996, 1997.

GOVERNMENT ANNUITY,

- charging order against, 429.
- purchase of, [196]. *And see ANNUITY.*
- vesting order as to, 1073.

GRANT,

- construction and effect of, 1978, 1979.
- implied, doctrine of, on grant by owner of adjoining tenement, 494, 509, 1632.
- letters patent, of, 1980—1984.

GRASS,

- injunction against sale of, 465.

GRAVES,

- injunction against destruction of, 477.

GROSS SUM,

- allowance of, for costs, 222, 258, 262.

GROUND RENTS,

- to be deemed personalty, [867].

GUARANTEE SOCIETY,

- bond of, accepted as receiver's security, 654.

GUARDIAN,

- ad litem*, appointment of, [630, 831], 826, 827.
- application for, how made, 821, 827.
- costs incurred by, 867.
- discovery by, 824.
- in Probate Court, inquiry whether proceedings beneficial, 825.
- notice of application, service of, 827.
- on application of plaintiff, 821.
- of infant's person or estate—*
 - appointment of, application for, and form of order, 844.
 - evidence on, 844, 848.
 - Guardianship of Infants Act, 1886, under, 847, 848, [890].
 - of estate to account annually, [839].
 - of new, [840, 841].
 - of person, [837, 838, 839].
 - with allowance of maintenance, [838, 839, 841].

GUARDIAN—*continued.**ad litem—continued.**of infant's person or estate—continued.*

of person and estate, [838, 839], 844.

without security on undertaking to account, [840].

of *quasi* guardian of person, 845.

who may be appointed, 845.

chambers, application for appointment of, to be made in, 275.

consent by, on behalf of infant, 824, 834, [841].

costs, charges and expenses of, [841].

custody of ward, discretion of, as to, 888.

discharge of, and appointment of new, [840, 841].

on infant attaining majority, [851].

expenditure by, account of, 856.

father, rights of, as to appointing guardian, 846, 847.

fiduciary relation of, to ward, 867, 868.

foreign guardian, authority of, not interfered with, 845, 846, [883], 888.

custody given to, [883].

recognised here, 846.

jurisdiction of Court to appoint, 843, 845, 847, 848.

living, presentation to, made by, [863].

management of infant's property by, orders as to, [860, 861].

marriage of infant, consent required to, 906.

married woman, not a proper person to be, 824, 845.

mother, right of, to guardianship, 845, 847.

and to appoint guardian, 847.

right of, to custody of children as against guardian, 846.

office of, appointed by Court, does not survive, 845.

on infant's coming of age, ordered to pass accounts, [851].

Partition Act, may request or undertake under, 869.

production of infant by, enforced, [839, 840].

purchase by, of ward's estate, 868.

receiver, ineligible as, 663.

redemption by, 1602.

removal of, for misconduct, [840, 841], 845, 847.

becoming Romanist, [880].

removing ward out of jurisdiction ordered to bring him back, [883], 888.

repairs, to do, 862.

retiring, accounts against, [840, 851].

sale, not allowed to bid at, 295.

security ordered to be given by, [839, 840], 844.

vacating, 851.

solicitor in the proceedings will not be appointed, 845.

special, appointment of:—

Improvement of Lands Acts, under, [841], 845.

Limited Owners Residences Act, 1870, under, [841], 1484, 1485.

Places of Worship Sites Act, 1873, under, [841], 845.

Settled Estates Act, under, 841, 845.

Settled Land Acts, under, 845.

Trustee Acts, under, 1056.

Vendor and Purchaser Act, under, [841].

to consent to marriage, [842].

to protect infant's interest on Bill in Parliament, [842].

GUARDIAN—*continued.*

- sporting, authorized to let, [861].
- stock, payment to, of dividends on, [860].
- testamentary guardian, appointment and powers of, 839, 845, 846.
 - surviving guardian may be empowered to nominate, 846.
- timber cut by, account, &c., [860].
- transactions between, and ward, 843.
- travelling expenses, allowance of, [882].
- ward of Court, infant how constituted, 868. *And see* **WARD OF COURT.**

GUARDIAN OF NON COMPOS, [838].

GUARDIANSHIP OF INFANTS ACT, 1886..845, 847, 848, [890], 885, 886.

HABEAS CORPUS,

- appeal in cases of, 720, 722, 886, 890.
- production of infant enforced by, 884, 886, [890].
- recital of, in order of discharge, [413].
- to bring up prisoner in contempt for misconduct towards ward of Court, [896].
 - on his own application, [890].
 - to conduct his own case; will not lie, 94.
 - to make application touching his contempt, [891].
- when necessary, 391, 392.

HARBOUR COMMISSIONERS,

- costs of, in action as to priorities, 1615.

HAY AND STRAW,

- injunction against removing, [465], 466.
- issue as to custom of consume, [335].

HEARING. *And see* **TRIAL.**

- administration action, of, 1250, 1251. *See* **ADMINISTRATION.**
- amendment at, 39, 40, 728, 736, 737.
- appeal, of, 734.
- further consideration, of, 315.
- motion for judgment, of, 155, 157.
- petition, of, 341, 342.
- private, when allowed, 131.
- proof by affidavit at, 1247.
- proving exhibits at, 135.
- stamping documents at, 139.

HEIR,

- acting as trustee, liable, 960.
- administration judgment at suit of, [1240].
- appointment of person to represent, [108], 109, 1325.
- conversion of realty, right of heir, on failure of, 1307, 1308.
- costs of, in administration action, 1269.
- customary, inquiry as to, [956, 1188].
- debts of ancestor, when liable for, 1199.
- declared trustee on disclaimer by trustees named, [1350].
- election by, 1343.
 - by infant heir, [1339].

HEIR—continued.

- establishing will against, not now necessary, 1200.
- excluded only by express words, 1307, 1308.
- expectant, dealings with, *set aside*, [1947—1949], 1950, 1951.
- "heirs," gifts to, 1326.
- infant, declared trustee, [1057, 1058], 1069. *See* TRUSTEE ACT.
- enforcement of settlement against, [1444].
- inquiry who is, or who otherwise entitled, [956, 1186, 1188].
- issue as to heirship, [330], 334.
- judgment against, for personal debt, 1199.
- lapsed shares of mixed fund, right of heir to, 1308.
- purchasing under Court, to hold discharged from claims of creditors, [301].
- redemption by, 1602.
- right of, to indemnity from personal estate, 1292—1296. *See* EXONERATION.
- to real estate descended on failure of trust for conversion, 1307, 1308.
- surplus proceeds of realty, infant declared entitled to, [1259].
- when bound by probate of will, 1191.

HEIRLOOMS,

- executory trust of, [1363], 1370.
- carried out by Court, [1446], 1451.
- inventory of, 1362, 1370.
- receiver of, appointed, [647].
- replacing, sums ordered to be expended for, [863].
- security for, to be given, 1370, [1476].
- Settled Land Acts, sale under, [1520], 1522, 1523.
- settlement of, 1370, [1446], 1451.
- sale subject to, not ordered, 1370.
- specific performance of agreement as to, 1835.
- tenant for life of, possession given to, [1363], 1370, [1476].

HERBAGE,

- injunction against interference with pasturage of, [515], 516.
- issue as to injury to, 334.

HIGHWAY,

- board, trespass by, restrained, 485.
- diversion or destruction of, by railway company, [507], 509, 510, 594, 598, 604.
- injunction against laying pipes under, [483].
- or obstructing, 506, 509.
- local authority, powers of, [507], 509.
- surveyor of, not restrained from removing what is decided to be an obstruction, 509.
- user of, for purpose other than that of a highway, 509 (*add*).

HIRING,

- agreement for, whether a bill of sale, 1670.

HOARDING,

- removal of, compelled, 489.

HOME SECRETARY,

- discharge of prisoner on letter from, [414].

HORSE,

- account of winnings of, 1797.
- nuisance by keeping, restrained, [581].

HOTCHPOT,

- assets, equitable, as against, 1408.
- clause, introduced into settlement, 1442, 1450.
- co-sureties bringing securities into, 1785.
- directions for bringing advances into, [193, 194, 1259], 1265, 1347, 1352, [1408, 1459], 1463.
- life interests brought into, [1459], 1463.

HOUSE,

- injunction against altering, [475].
 - against compulsory taking of less than whole of, [595], 604.
 - against using, as beerhop, 465, 470.
- investment on mortgage of, 975.
- mansion, [861]. *See* MANSION-HOUSE.
- name, particular, of, will not be protected by injunction, 546.
- obligation to take whole of, under compulsory powers, [595], 604, [2008], 2009, 2010.
- occupation rent set on, [812].
- offer to repurchase to be carried into effect, [1008].
- trustees to maintain, [1302].

HOUSE OF LORDS,

- appeal to, from order of Court of Appeal, refusing leave to appeal, 725.
- costs of appeals to, 225.
- divorce cases, time for appeal in, 732.
- findings of fact, not disturbed in, 747 (*add.*).
- order of, made order of Court, [748], 747.
- stay of proceedings pending appeal to, [742], 745, 746.

HOUSEHOLD GOODS,

- inquiry as to, [956].

HUSBAND AND WIFE. *See* MARRIED WOMAN.

- access between, before marriage, privileged from discovery, 83.
- agreements and contracts between, 777, 778.
- authority of wife to pledge husband's credit, 779, 780.
- costs of, where cause dismissed, 229.
- covenant for settlement enforced against husband, [1424], 1425, 1427, 1429.
- custody of children, 877—885. *See* INFANT.
- dower of wife, 805—810. *See* DOWER.
- fraud on marital rights, settlement set aside on ground of, [1951].
- gift by husband to wife, 760, 1428.
- gift by will to "husband" or "wife," of A., 1326, 1327.
- injunction to enforce covenants in separation deed, 814.
- judicial separation and dissolution of marriage, effect of, 812 *et seq.*
- liability of husband for ante-nuptial debts of wife, 754, 755, 772, 776, 779, 786.
 - for breach of injunction by wife, 633.
 - for *devastavit* of wife executrix, 620.
 - for general torts and breaches of trust of wife, 762.
 - for necessities for wife, 779, 780, 1218.

HUSBAND AND WIFE—continued.

- maintenance of children, 853, 854. *See* INFANT.
- mortgages by husband of wife's property, 778, 779.
- payment of dividends to, [187], 200.
 - of wife's money to husband, [783, 784], 787. *See* MARRIED WOMAN.
- separation between, 812 *seq.* *See* MARRIED WOMAN; SEPARATION DEED.
- summary decision of questions between, 755, 771.
- tort, action by husband or wife in respect of, 750—752, 755, 762, 780.
- ward of Court, orders against husband of, marrying without leave, [896], 897, 898.

HUSBAND (SHIP'S),

- appointment of, 661.

HYPOTHEC,

- enforcement of Scotch, against company in liquidation, 624.

ILLEGAL CONSIDERATION,

- relief in equity, where bond or covenant given for, 1962, 1963.

ILLEGAL CONTRACTS, 469, 606—608, 966, 967, 1218, 1842.**ILLEGAL OBLIGATION,**

- legacy declared free from, [1345].

ILLEGAL PURPOSE,

- gift for, invalid, 1141.

ILLEGITIMACY,

- perpetuation of testimony as to, 96.

ILLEGITIMATE CHILD,

- custody of, 884.
- gift to, by will, 1325, 1326.
- rate of duty payable by, 205, 206.

IMBECILE PERSON. *See* NON COMPOS MENTIS.**IMMORAL BOOKS,**

- not subject of copyright, 581.

IMMORAL TRANSACTIONS, [1962], 1963.**IMPEACHED DOCUMENTS,**

- deposit of, in Court, [54].
- production of, 69.

IMPLIED GRANT,

- light, of right to, 494.
- mortgagee, binding on, by lease of mortgagor, 1632.
- way, of right to, 609.

IMPOSSIBILITY,

- specific performance, defence to action for, 1841, 1846.

IMPOUNDING,

documents, 421.

copies not allowed to be taken, 421 (*add.*).interest of *cestui que trust* participating in breach of trust, 762, [974 (*add.*)], 979, 981.**IMPRISONMENT. See DEBTORS ACT.**

solicitor in default, of, 385.

IMPROPER CONDUCT,

costs occasioned by, disallowance of, [317], 224, 225, 236, 258, 262, [941, 942], 943.

towards ward of Court, committal for contempt by, [896].

IMPROVEMENT COMMISSIONERS,

injunction against, as to applying corporate funds, [599, 600], 603.

IMPROVEMENT OF LANDS ACT, [1494], 1485. And see SETTLEMENT; TENANT FOR LIFE.

appointment of guardian of infant under, [941].

IMPROVEMENTS,

account of expenditure on, [1494, 1621, 1633], 1640.

Agricultural Holdings Act, 1883, under, 481 (*add.*).

allowances for, to mortgagees, 1640.

husband, by, of wife's property, 764.

infants' estate, of, [863], 870, 871.

inquiry as to permanent, [1310].

Limited Owners' Residences Acts, under, [1494], 1485.

Settled Land Acts, under, 1527, 1530.

tenant for life, by, recouped, [9096].

allowances in respect of, 1480, 1481.

IN CAMERA,

trial, when allowed, 131.

INCLOSURE ACTS,

ascertaining boundaries under, 1574.

award, Court of Equity could not review, 360.

common lands, of, restrained, [514—518], 517, 518.

exchange under, liberty to effect, [1305].

glebe lands, charge on, enforced, [1760], 1761.

Improvement of Land and Limited Owners' Residences Acts, orders under, &c., 1484, 1485.

injunction not awarded to restrain commissioners from affixing seal to scheme, 518.

partition under, 1569, 1570, 1571.

right of lord of manor as to minerals, 503.

INCOME. See APPORTIONMENT; CORPUS; DIVIDENDS; TENANT FOR LIFE.maintenance of infant out of, 867, 858, 871. *See* INFANT.**INCOME TAX,**

annuity, on, when payable, 1378.

deduction of, on interest of purchase-money on sale by Court, 305.

from rent or interest in specific performance actions, 1870, [1899].

on payment of legacy in administration action, [1244].

INCORPORATED LAW SOCIETY,
powers of, 949, 950.

INCORPORATION,
certificate of, avoidance of, 1923.
Lands Clauses Act, of, in special Acts, 2046.

INCUMBENTS' RESIGNATION ACT,
pension under, inalienable, 1665.

INCUMBRANCES. *See* ADMINISTRATION ; MORTGAGE.
consent of incumbrancers to partition, [1534].
to sale by Court, [289 (*add.*)], 295, 296.
discharge of, under Copyhold Acts, [2078], 2079.
under Lands Clauses Act, [2018], 2019, 2039, 2040.
under Settled Land Acts, [1530], 1524, 1525, 1529.
executor, by, 1296, 1297.
in foreclosure actions, [1537, 1624, 1625], 1637.
in partition actions, [1534, 1536, 1538, 1540], 1569.
inquiries as to, in administration actions, [1185, 1186, 1209, 1228, 1290—1292].
costs of, [1260], 1271.
on shares of residue, [1243].
special inquiries as to, [1290—1292].
subsequent to death of testator, [1275, 1290].
payment of, on further consideration, after sale in administration action, [1238, 1239].

INDEMNITY,
agent, against, for misrepresentation, 1925.
right of, to, 1178.
caveat que trust, by, concurring or taking benefit from breach of trust, 979, 980.
executors, to, against contracts and liabilities of testator, [1280—1283], 1284. *See* EXECUTOR.
under 22 & 23 V. c. 35, [1006], 1009.
implied right to, 1783.
judgment, on transfer of benefit of, [1698].
lease, on assignment of, [1815, 1867], 1873.
lost deeds, in respect of, as between mortgagor and mortgagee, 1612, 1614, [1907], 1908—1910.
misrepresentation, in respect of, right to, 1925, 1926, 1933.
after decease of person making, 1925.
partners, to, on dissolution, 1794, 1798, [1804], 1823.
residuary and specific legatee, as between, against calls, [1283].
right to, against third party, 21, 22, [1779, 1785].
surety, to, and contribution, [1775—1777], 1781—1785. *See* SURETY.
transferor of shares, to, custom of Stock Exchange, [1964—1967], 1968—1971. *See* STOCK EXCHANGE.
trustees, indemnity clause to, effect of, 959, 963.
right of, to indemnity, [967, 991], 993, 994, 1005.

INDIA,
account of remittances from, [1168].
certificate of baptism in, entering, in orders, [129].

INDIA—continued.

- domicile in, succession to property in, governed by, 1336.
- inspection of documents to be sent from, [51].
- land in, is personal assets for payment of debts, 1200.
- receiver and manager of property in, appointed, [681].

INDIAN COURT,

- case sent for opinion of, [714].
- remitted back for error, [715].

INDIAN EXECUTOR,

- allowance to, 1278.

INDORSEMENT,

- attachment, on writ of, 414.
- on brief of counsel, privilege, 81.
- on judgment or order requiring person to do an act, 369, 387.
- on settlement, of order rectifying, [1432, 1436, 1437], 1440.
- writ of execution, on, 377.

INFANT, CHAP. XXXVIII., 820—907.

- abroad, resident, jurisdiction over, 845, 846, 856, 858.
- acceptance of bill of exchange by, 835.
- access to, by parent, regulated, [878, 879], 884, 885.
- account of rent received by guardians of, [838, 840].
 - of rents, against bailiff or person in possession, 868.
- accounts, adoption of, on behalf of infant, [832, 855].
 - declared not binding on, [832].
- acquiescence and delay by, effect of, 836, 837.
- action against, 826, 827.
- action by, inquiries and directions as to, [822, 823].
 - procedure in, 823—826.
- administrator *durante minore etate*, 868, 869.
- adoption of contracts on behalf of, [832, 833].
 - of proceedings, accounts, &c., [832, 833].
- advances to, inquiry as to, by testator or intestate, [1242].
 - bringing into hotchpot, [1259], 1265.
 - necessaries, for, inquiry as to, [834].
 - proof for, in administration action, 1219.
- affidavit, verification of claim by, where infants interested, 296 (*add.*).
- ante-nuptial settlement, confirmation of, by, 837.
- appeal from order as to custody of, 720.
- appearance of, by guardian, 339, 816, 821. *See* GUARDIAN.
- appointment of new trustee for, [1019] (*add.*).
- apprenticeship, contract of, by, 836.
- apprenticing, or articling, [852, 853, 867].
 - premium on, payment of, [195].
 - return of, [852, 853], 857.
- bankrupt, liability of infant to be made, 835.
- born after action brought, continuing proceedings against, [102], 106.
- cestui que trust* sum due on bond from father of, got in, [1318].
- chambers, applications concerning infants to be made in, 275.
- coming of age, guardian to pass accounts and pay balances, [851].
 - leave to defend on, 830.
 - voluntary settlement by, 1431, 1435.

INFANT—*continued*.

- compromise, order approving, on behalf of, 112, 833.
- sanctioning, on behalf of infants, 834, 1006.
- concurrent actions by, staying proceedings in, 705, [822, 823], 825.
- inquiry if action for benefit of, [822], 825.
- least beneficial or improper action stayed, [822, 823], 825.
- confirmation by, on attaining majority, 835, 837.
- consent on behalf of, as to mode of taking evidence, 92, 824.
- consent or compromise by, 112, 834.
- contempt of Court by marriage of, or improper conduct to, 895, [898, 897], 900, 901. *See* WARD OF COURT.
- by, for breach of order to attend judge, [898].
- contingent rights of, releasing, under Trustee Acts, [1025, 1059]. *See* TRUSTEE ACT.
- contingently entitled, sale of estate of, under Settled Estates Act, [1500].
- contract, adoption or confirmation of, on behalf of, [832, 833, 866].
 - for necessities, [834].
 - ratification of, 836, 837.
 - sale, for, cannot be enforced against, 868.
 - shares, to take, 836.
- conversion of estate of, when permitted, 867, 869, 1307.
 - when effected by sales by Court or otherwise, 870, 1552.
- convey, person appointed to, on behalf of, [829].
- conveyance by, directed, 831.
- Conveyancing Acts, provisions of, as to, 857, 858, 871.
- copyholds of, expenditure on, 870.
- costs of, in partition action declared a charge, 834.
 - proceedings in Parliament on behalf of, 870.
 - taxation of, application for, by, 235.
- costs of action charged on estate of, [897].
- costs of next friend of, [822, 823], 826.
- custody of, orders as to, [877—883].
 - agreement as to enforcement of, 887, 1842.
 - contempt of Court by refusal to deliver, 406.
 - father excluded from access, [879].
 - restrained from interfering with custody of, [877—879, 890].
 - foreign guardian, given to, [882], 888.
 - Guardianship of Infants Act, 1886, under, 847, [890], 885—887.
 - Infants' Custody Act, 1873, under, [879], 885.
 - right to, enforcement of, by means of serjeant-at-arms, 390.
 - rules of equity as to, to prevail, 883, 884.
- day to show cause against judgment, [827—829], 830—833.
 - order for infant to convey, 831.
 - where infant plaintiff, 830.
 - where defendant, 830—833.
- default of appearance by, 827.
- defendant, motion for judgment or notice of trial against, 156.
- delivery up of, to mother, [877, 879], 884.
- discharge, can give, with aid of Court, 1354.
- discovery by, 59, 824.
- dividends on stock of, paid to guardian, [860].
- Divorce Court, jurisdiction of, as to custody of, 815, 886.
- domicile of, 1337.

INFANT—*continued.*

- education of, orders as to, [851].
 - scheme for, 851.
 - to be brought up in Church of England, [881].
- election by, 1343, 1426.
 - infant put to, by covenant to settle property, 1426.
 - inquiries and declarations as to, [1339].
- evidence of infancy, 135.
- executor, administration *durante misore etate*, 1192.
- executor, legacy to, 1264 (*add.*).
- expenditure by guardians and trustees, orders as to, [861—863].
- father, concurrence by, under Places of Worship Sites Act, 845.
 - injunctions against interference by, [877—890], 884, 888.
 - right of, to appoint guardian, 846.
 - custody of child, 884.
 - as to religious education, 847.
- finer on copyholds of, raising, 870.
- foreclosure, judgment *nisi* and absolute against, [827, 828], 1650.
 - absolute, against, in first instance, on payment of costs, [828].
 - day to show cause, 830—833.
 - infant interested in remainder, 1600.
- foreign guardian of, 845, 846, [822, 823]. *And see* GUARDIAN.
- fraudulent representation by, effect of, 835, 836.
- furniture for residence, expenditure of sums in, [863].
- guardian *ad litem*, assignment of, [820, 821]. *See* GUARDIAN.
- guardian of, appointment and powers of, 837—848, 867—871. *See* GUARDIAN.
- habeas corpus*, production of infant enforced by, 884, 886, [890].
 - to bring up prisoner in contempt for misconduct towards ward, [896].
- heir, declared trustee, [829]. *See* TRUSTEE ACTS.
 - declared entitled to surplus proceeds of realty, [1259].
 - election by, [1339].
 - enforcement of settlement against, [1444].
 - establishing will against, 1200.
 - foreclosure against, [829].
- heirlooms, expenditure of sums in replacing, [863].
- illegitimate, custody of, 884.
- improvement of estate of, sanctioned, [863].
- Infants' Relief Act, 1874, provisions of, 835.
- Infants' Settlement Act, provisions of, 902—904.
 - petition under, does not make infant ward of Court, 903.
 - settlement under, approved by order, 893.
 - form of, 903.
- injunction against breach of contract by, 468 (*add.*), 826, 837.
 - against disturbing custody of, [841, 877, 878], 879, 880, 884, 888, [955].
 - against inducing infant to take monastic vows, [899].
 - against marriage or intercourse with, [894], 901.
- inquiry as to adopting contracts, &c., [832].
 - whether proceedings for benefit of, 106, [822, 823, 955, 1227].
- judgment absolute against, [827, 828].
 - infant declared not bound by, [832].
 - nisi*, against, [827].
 - when binding on, 830.

References to the Forms are printed thus [456].

INFANT—*continued*.

- jurisdiction over, 843, 845, 884.
 - leave for temporary absence of infant abroad, [882].
 - order to bring infant within jurisdiction, [883].
- Lands Clauses Act, conversion of estate under, 870.
- lands of infant trustee or mortgagee vested under Trustee Act, [1025, 1026], 1048.
- leases to or by, renewal or grant of, under 1 W. IV. c. 65, [873—875], 876, 877.
 - applications for, how made, 876.
 - infant need not be indefeasibly entitled, 877.
- mansion-house, order to let, [861], 876.
- mines, of, approving, where infants co-tenants, [875], 877.
- renewal of, on petition, [874].
- Settled Land Act, under, 866, 877.
- trustees directed to apply for Act as to, [865].
- where infant part owner, 877.
- leave to, to defend action on coming of age, 830.
- legacy of, invested, [1258].
- Legacy Duty Act, payment in under, does not make infant ward of Court, 843.
 - order for transfer of stock legacy under, [859].
- lex loci*, legacy paid according to, 1338.
- lien, declared entitled to, [1238].
- Limitations, Statutes of, how far binding on, 868.
- living, presentation of nominee of infant to, [863, 864].
- maintenance of**, 848—858.
 - account of rents, &c. applied for, [840].
 - accumulations, out of, [850], 855, 856.
 - allowance of, and appointment of guardian, [838, 839].
 - allowance of, to trustees and executors, 856, 995.
 - application for, how made, 853.
 - benefit of infant, regard paid to, [851], 856.
 - capital, allowance of maintenance out of, 856.
 - contingent share, out of income of, secured by policy, [849], 855.
 - contingently interested, where infant is, 858.
 - costs of application for, 857.
 - discretion of trustees as to, not interfered with, 853, 856, 1005.
 - Divorce Court, provision by, in case of judicial separation or divorce of parents, 817.
 - father's lifetime, not usually allowed during, 853.
 - exceptions, 853, 854.
 - ability of, to maintain, considered by Court, 853.
 - increase of, orders for, [848, 861].
 - inquiry as to, scheme for, and religious education, [878].
 - interest of stock, applied for, under 1 W. IV. c. 65, [859], 860.
 - jurisdiction of Court to order, 853.
 - maintenance of infant's brothers and sisters, allowance for, 854.
 - measure of allowance for, 854.
 - money for, mode of raising, 855, 856.
 - mother's ability to maintain, when considered, 853, 854.
 - past, freehold estate charged with expenses of, 835.
 - past, when allowed, 854.

INFANT—*continued*.**maintenance of**—*continued*.

- payment of dividends for, [189].
- real estate, out of, [850], 854, 855.
- receiver ordered to pay, [862].
- scheme for, leave to propose, [878].
- several funds, where infant entitled to, [851], 856.
- statutory powers of, 857, 858, 871.
- where infant resident abroad, 856, 888.
- majority, dealings with infant shortly after, 1431, 1435.
- guardian, passing of accounts by, [851].
- management of property of, [860—867], 868, 873.
- Conveyancing Acts, under, [866], 1019.
- manors of, order to appoint steward of, [847].
- mansion-house of, allowances and directions as to, 856, [861].
- marriage of, consent of guardian, with, 868.
- consents required to, 906.
- guardian appointed to consent to, [842].
- of infant not a ward under 18 & 19 V. c. 43..902—904.
- order approving settlement, [893].
- of ward of Court, proceedings as to, 843, 900—903. *See* **WARD OF COURT**.
- petition for leave to marry, adjournment of, to Chambers, 342.
- security against, without leave of Court, 844.
- Marriage Acts**, 4 G. IV. c. 76, and 19 & 20 V. c. 119, proceedings under, [842, 904—906], 906, 907.
- forfeiture declared, order declaring trusts of property, 906.
- forfeiture declared, settlement excluding guilty party, [904].
- forfeiture under, 907.
- marriage sanctioned under, [904].
- previous inquiry, [904].
- married woman**, consent of, not taken, 788, 802.
- management of estate of, 871.
- Merchant Shipping Act**, 1854, powers of guardian under, 870.
- monastic vow, injunction against inducing infant to take, 889.
- mortgage of property of**, jurisdiction to order, 870.
- to raise apprenticeship premium, 867.
- mortgagor**, actions against, [828, 829], 831, 832, 1600.
- mother**, advances by, not recoverable against son's estate, 1219.
- becoming Roman Catholic, removed from guardianship, [890].
- custody given to, [877, 879], 884.
- guardianship of, 845, 847, 848.
- liability of, for maintenance, 854.
- religious education entrusted to, 846.
- name and arms**, leave to petition for permission to use, [843].
- necessaries**, account of sums advanced for, [834].
- liability of infant on contract for, 835, 836.
- next friend**, appointment of, [820, 822]. *And see* **NEXT FRIEND**.
- infant sues by, 823, 824.
- nomination by, to living, [864].
- removal of, 820.
- outfit of female**, on marriage, advance for, sanctioned, [195, 893, 894].
- Parliament**, proceedings in, on behalf of, [842, 864, 865], 870.

INFANT—*continued*.

- parol demurring, 830, 831.
- partition action by or against, agreement for sale adopted on infant's behalf, [833].
 - costs of infant in, declared a charge, 834, [1542], 1558, [1560, 1567], 1569.
 - infant in, declared trustee, 831, [1542], 1561, 1569.
 - judgment for sale, infant bound by, 831, 869, 1552.
 - request for sale by infant, 869, [1542], 1552, 1554, 1568.
 - title deeds, directions as to, where infant interested, [1559, 1561].
- partnership action, judgment on, where infants interested, 1827.
- pauper, leave to infant to sue as, 824.
- payment to account of, [1258].
- payment to, on coming of age, [193].
- petition by, to be by next friend, 339.
- Places of Worship Sites Act, conveyance of estate under, [841].
- plaintiff, repudiating action on majority, made defendant, [823].
- pleading, imperfect, not prejudiced by, 830.
- policy of insurance kept up out of money of, 869.
 - to provide for maintenance of, [849], 855.
- power, execution of, by, 837.
- premium, return of, where infant article to solicitor, 857.
- proceedings on behalf of, sanctioning, [822, 823], 825, [832], 833, 834, [842].
- production of infant, enforcing, 884, 886, [888—890].
- profits of partnership, entitled to, or interest in lieu, [1827].
- pupil, placed as, [851].
- purchase of realty on behalf of, contract by trustees confirmed, [866].
- ratification of contract or settlement by, 836, 837.
- real estate of, charge for advancement or maintenance out of, [850], 855 (*add.*), 1481 (*add.*).
- receiver of estate of, appointed, 661, 662, 675.
 - jurisdiction of Court to appoint, 844, 847.
 - to pay interest on charges and maintenance, [863].
 - when discharged, 687.
- re-conversion of estate of, 870, 1308, 1552.
- release by, to trustees, after majority, 854.
- religious education of, 847, [880, 881], 886—888.
- removal of, out of jurisdiction, [877, 878], 888.
- repairing and rebuilding estate of, expenditure for, 856, 870, 871.
- repudiation of action by, on coming of age, 825, 830.
 - infant plaintiff made defendant or struck out on, [823], 825.
 - of contract to take shares by, 836.
 - of settlement by, 837.
- residence abroad, allowance of maintenance during, 856, 888.
 - infant restored to friends abroad, [863].
 - temporary leave to reside abroad given, [882].
- residence of, orders as to, [841, 878—880, 882, 883].
- reversionary fund of, maintenance out of, 855.
- reversionary fund of, solicitor and client, costs not allowed out of, 826.
- Roman Catholic, infant to be brought up as, [861], 887.
- sale of estate of, no general jurisdiction to make, 868, 869.
 - in partition and foreclosure actions, 869, 1592.
 - surplus proceeds of sale, conversion, 870.
 - under Lands Clauses Act, purchase-money when personality, 870.

INFANT—*continued.*

- sale of realty purchased out of personalty postponed, [866].
- school, sent to, [851].
- sea, sent to, in merchant service, 852.
- separation deed, agreement in, as to custody of children, 885.
- serjeant-at-arms to bring infant before Court, [889], 890, [898].
- service on, orders for, [12].
 - of notice of decree, [280, 281].
 - of petition, 340.
 - out of jurisdiction, 821.
 - what sufficient, 15, 826.
- set-off of debt contracted by, 837, 1160.
- Settled Estates Act, applications by, under, [1500]. *See SETTLED ESTATES ACT.*
- Settled Land Act, proceedings on behalf of, under, [842], 866, [1505—1507], 1509, [1512], 1515. *See SETTLED LAND ACT.*
- settlement by, confirmation of, 837.
- settlement on marriage of, proceedings as to, 900—903. *See WARD OF COURT.*
 - under Infants' Settlement Act, [893], 902, 903.
- shares of, in residue, stop order on, [1282].
- shares, transfer of, into name of, 836, [1966, 1967], 1969, 1970.
- showing cause against judgment, 830—832.
- solicitor, infant bound by acts of, 830.
 - lien of, against property of infant, for costs, 934.
 - may employ, 835.
 - not privileged to conceal residence of client a ward of Court, 888.
- special case, concurrence in, on behalf of, 320.
- special guardian, appointment of, [841], 845. *And see GUARDIAN.*
- specific performance not decreed against, or for, 1842, 1844.
- sporting rights of, directions as to dealing with, [861].
- staying proceedings by and against, [822].
 - "parol demurring," with view to, 831.
- where not beneficial to infant, [822], 825.
- stock, legacy of, transfer, 36 G. III. c. 52, [859], 860.
- submission, improper, infant not bound by, 830.
- subpoena to show cause against judgment, 828.
- tenant in tail, disentailing lands of, [1497], 1498, 1499.
- timber on estate of, proceeds of, to be paid in by guardian, [860].
 - proceeds of, whether personal estate, 870, 871.
 - retainer of expenses out of, [861].
- travel, leave to infant to, [882], 888.
- trustee, account against, 837.
 - appointment of new trustee in place of, 1078.
- trustee or mortgagee, vesting lands of, 1025, 1043, 1048.
 - infant declared trustee of lands to be sold or conveyed, [1057—1061].
 - vesting contingent rights of, [1025, 1026], 1043.
 - vesting right to transfer stock in name of, [1033].
- visit, liberty to parents to, [878, 879].
- waiver of inquiry on behalf of, 833.
- ward of Court, how constituted, 843, 903. *See WARD OF COURT.*
- Wills Act, provisions of, affecting, 846, 869, 870.

INFANTS' CUSTODY ACT, 1873, [879], 885.

INFANTS' RELIEF ACT, 1874..835.

INFANTS' SETTLEMENT ACT, [893], 902—904.

INFERIOR COURTS. *See* CERTIORARI; COUNTY COURT; LORD MAYOR'S COURT.

appeals from, 721, 722.

discovery in aid of proceedings in, 56.

prohibition of proceedings in, [687—689], 690—694.

removal of causes from and to, [707—710].

practice as to, 710—713.

INFORMATION,

Attorney-General made party by amendment, [41].

irregularities in, effect of, 1090.

nuisance, for injunction to restrain, 531.

procedure by, 1090.

INJUNCTION, CHAP. XXXI., 452—634.

abridgment of literary work, to restrain, 579.

accounts incident to, 536, 578.

without prejudice to particular questions, [621].

acquiescence (and delay), effect of, 459, 461, 466, 469, 482, 542, 605, 629, 630.

interlocutory injunction, in application for, 459.

patent cases, in, 459.

restrictive covenant, as to enforcement of, 469.

statutory powers, in unlawful exercise of, 602.

trade mark, in action for injunction as to, 542.

waste, very material in cases of, 482.

action at law for account, to stay, 1155.

to restrain commencement of, 1781.

advertisement, against, in breach of contract, 464.

containing misrepresentations as to business or goods, [535, 536], 539, 542, 591.

advertising place to be used as market, against, [518].

affidavit of service of, 631.

affidavits in support of application for, service of copies of, 458.

agent, contempt of, by, 455, 633.

agreement performable in part only, to enforce, 466, 467.

air, to enforce right to, 487, 493.

alderman, against corporation avoiding office of, [600].

amendment, effect of, on right to, 457, 629.

when necessary as preliminary to obtaining, 460.

ancient lights, to enforce right to, [487—490]. *See* LIGHT.

appeal against judgment for, advanced, 734.

appeal, pending, may be granted in special case, 746.

suspended or continued, 744.

apprehension of injury, in case of, 460, 486, 527, 530.

arbitration, reference to, in action for, [489].

proceedings pending, against, 592.

INJUNCTION—*continued.*

- arbitrator making award, against, 357.
- assets, collecting and dealing with, by executor, against, [620].
 - intermeddling with moveable or personal, abroad, against, [623].
- assignment of defendant's interest pending litigation, against, 623.
 - to enforce covenant against, 470.
 - without licence, against, [465].
- attachment, to enforce obedience to, 632.
- auction, to restrain sales by, [465], 471.
- balance of convenience, when considered on application for, 459, 519, 552.
- banking account, against drawing money out of, [591].
- bankruptcy of plaintiff, effect of, 629.
- beershop, against using premises as, 465, 470.
- bell-ringing, against, 526.
- benefice, in reference to, [610, 611].
- bills of exchange, against negotiating, [588, 589, 616], 617.
- binding from time when pronounced, 166.
- breach of contract, against, [453, 454, 463—465], 466—471.
 - by publican, of agreement with brewer, [465].
- breach of, orders and practice on, [631, 632], 633, 634.
 - appeal from order to pay costs on, 633.
 - by public body, [631, 632], 633.
 - by servant or agent, 455.
 - by wife, 633.
 - committal for, [631], 632.
 - costs, order for, where breach not wilful, 633.
 - sequestration for, [632].
- brick-burning, against, [520], 524, 525.
- bridge, against interference with fabric of, [494].
- bridge, to compel construction of, 462, 507.
- building on common lands, against, [515].
- buildings, as to removal of, 461, 462.
 - as to support to, [496, 497], 501—503.
 - enforcement of covenant as to, 470.
- business, against misrepresentation as to, [538].
 - against collection of debts owing to, [620].
- Cairns' (Lord) Act, 461.
- calendars, directories, &c., against infringement of rights in, [572], 576, 579, 580.
- canal, as to navigation and water rights of, [511].
 - as to working mines under, 502, 504, 505.
- carpet beating, against, 525.
- catalogue, to protect copyright in, 579.
- cement works, &c., restraining nuisance from, [520], 524, 525.
- chambers, not granted in, in Chancery Division, 277, 458.
 - see*, in Queen's Bench Division, 458.
- charitable gifts, to restrain illegal application of, 1141.
- charterparty, to enforce rights under, 615. *See* SHIP.
- cheques, against drawing, in name of firm, [589].
- church, against altering or impairing, 477, 482.
- churchyard, against trespass in, 473, [476], 482, 483, [485].
- circular containing unfair report of judgment, against distributing, [585].
- clergyman, against, obtaining induction or officiating, [611].

INJUNCTION—*continued.*

- club, against interference with enjoyment of, [501], 593.
- club, against noise caused by, [522].
- coal-workings, as to, [474], 476, [495—497].
- co-defendants, between, 460.
- colliery, to prevent flooding of, 462.
- comments on pending proceedings, against, [507], 588.
- committal for breach of, [631], 632, 633.
 - jurisdiction of County Court, 458.
- commonable rights enforced by, [514—516], 516—518. *See* COMMONABLE RIGHTS.
- companies, corporations, and public bodies, against, [503—601], 601—610. *See* COMPANY.
- company, on application of, undertaking as to damages, 455.
- compulsory powers, against undue exercise of, [595], 596, 597, 603—605. *See* COMPANY.
- concealment, obtained by means of, discharged, 629.
- concurrent actions, staying, [700—703], 704—706. *See* CONSOLIDATION OF ACTIONS.
- conduct of parties, effect of, on right to, 466.
- confidence, breach of, against, 585.
- continued, [575, 616, 627].
- contract, against entering into, as partner, [583].
- contract, breach of, against, [453, 454, 463], 1842. *See* CONTRACT.
- convenience, balance of, considered on application for, 459, 519, 553.
- copyholds, working of minerals under, against, 476.
- copyright, infringement of, against, [571—576], 576, 577. *See* COPYRIGHT.
- corporate funds, against misapplication of, [600].
- corporation, against, to restrain nuisance, &c., 527, [528, 529], 531, 532. *See* NUISANCE.
- correspondence, private, against publication of, [582, 583], 585.
- costs in action for—
 - breach of injunction, of, 633.
 - deception of public, a ground for not giving, 544.
 - dissolving injunction, of, 629.
 - motion, costs of, 455.
 - reservation of, of adjourned motion, 455.
- counsel, granted without, in vacation, [452].
- counterfeit goods, against selling, [535]. *See* TRADE MARK.
- County Court, jurisdiction of, to grant, 458.
- covenant against nuisance, to enforce, [522], 525.
- covenants running with land, enforcement by, 469.
- crowd in street, against causing collection of, 526 (*add.*).
- damage, importance attached to amount of, 458, 459, 466, 524, 527, 532.
- damages—
 - in lieu of injunction, jurisdiction to grant, 461, 462.
 - inquiry as to, [453], 461, [490]. *See* DAMAGES.
 - issue as to, 453.
 - sum certain to be paid for, [454].
 - undertakings as to, [452], 455, 456, 571. *See* *infra*; undertaking.
- dangerous trade or occupation, against, [523], 526.
- delay in applying for, effect of, 459, 461, 466, 482, 542, 605, 629, 630. *And* *see* *supra*, acquiescence.

INJUNCTION—*continued*.

- delivery up and destruction of pirated goods or documents, [538], 537, [565, 566, 572], 577.
- designs, copyright of, to enforce, [575], 580.
- directory, or dictionary, against piracy of, [572], 576, 580.
- discharge of, [627].
- discharge of *ex parte* order for, 459, 629.
- dismissal of action for, [454], 456, 460.
 - notwithstanding pending notice of motion, 115.
- dissenting chapels, as to management, &c., of, [611, 612], 613.
- dissolution of partnership, on, [589, 590].
- dissolve, with liberty to apply to, 490, 629.
- dissolving, practice as to, [627], 629.
- disturbance of minister of church, against, [610], 611.
- diversion of watercourse, against, [610], 512.
- dividends out of capital, against payment of, [598], 606.
- drains, as to, [528, 529], 531, 532. *See* NUISANCE.
- dramatic copyright, to restrain infringement of, [575], 577, 579.
- dramatised novel, against publication of, [574], 580.
- drawing cheques, &c., against, in name of firm, [588], 589.
 - money out of private banking account, [591].
- easement, to restrain obstruction of, 484 *et seq.* *See* LIGHT ; WATER ; WAY.
- ecclesiastical benefices, in respect to, [610, 611], 612, 613.
 - pew rents, against receipt of, by displaced minister, [612].
 - presentation to, perpetual injunction as to, [610].
 - trustees of chapel, minority of, restrained from excluding preacher, [611].
 - waste by rector or vicar, against, 482.
- encroachment on land, to restrain, 483.
- encyclopaedia, to enforce copyright in, 580.
- enforcement of order, practicability of, when material, 459.
- equitable waste, against, [471—477], 478, 482. *See* WASTE.
- eviction by landlord, of tenant from bookstalls, against, 465.
- evidence on application for, 458.
- excavation of land, against, 483.
- execution of order for, [631], 632, 633.
- executor, against, as to collecting or receiving assets, [630].
- ex parte*, 345, [452], 458, 459, 629, 657.
- farming contract, against breach of, [465, 466], 470.
- fascia, to restrain interference with, 484.
- fences, to compel erection of, 462.
- fireworks, against nuisances from, [523].
- fixtures, against removal of, [476].
- footway, to restrain obstruction of, by local board, [507].
- foreign Courts, proceedings in, against, [623, 624], 625.
- foreign state, bank notes of, against making, 547.
- foreigner, action by, in respect of foreign property, 626.
- foreshore, against removal of shingle from, 475, [486], 514.
- form and language of, 454, 455.
- franchise, in respect of interference with, 460.
- fraudulent deed; against acting under, [1922].
- freight, receiving moneys on account of, against, [651].
- funds in Court, against dealing with, 417—422. *See* STOP ORDER.
- furniture, against parting with, [636].

INJUNCTION—*continued.*

- game, to restrain killing of, 466.
- gas, pollution of water by, against, 533.
- goodwill, to protect right to, 544, 592, 593.
- graves, against destruction of, 477.
- hay or straw, against removal of, [465], 466.
- highway board, against trespass by, 486.
- highway, to restrain obstructions, &c., to, 506, [507], 509.
- illegal acts, to prevent repetition of, 606.
- illegal and unauthorized contracts, against, 606—608.
- illegal contract not enforced by, 469.
- Improvement Commissioners, against, [599, 600].
- inclosure of lands, against, [515], 517, 518.
- inconvenience when a ground for refusing, 459, 466, 519, 553.
- indorsement on order for, 369, 387.
- infant, breach of contract by, against, 436, 437, 468 (*add.*).
 - disturbing custody of, against, [841, 847, 878], 879, 880, 884, 888.
 - inducing, to take monastic vows, against, [889].
- inspection of property in action for, [496, 497], 498, 503.
- interlocutory and interim, [452, 453], 454—460.
 - affidavits, delivery of, 458.
 - amendment of notice of motion, 457.
 - ancient lights, against obstructing, 459, [487].
 - breach of contract in restraint of trade or profession, against, [463, 464], 467, 468.
 - continued, on terms, [627].
 - convenience and inconvenience, balance of, regarded, 459, 466, 519.
 - copyright, against infringement of, [571, 575].
 - defendant, on application of, granted against co-defendant, 460.
 - delay or acquiescence, effect of, 459. *See supra*, acquiescence.
 - evidence on application for, 458, 459.
 - ex parte*, [452], 458, 459.
 - extension of interim order on undertakings, [453].
 - form of order granting, 454, 460.
 - hoarding, to compel removal of, 489.
 - infringement of patent, to restrain, [547], 548, 549.
 - libel, to restrain, 457, 458, 586.
 - lights, against obstruction of, [487].
 - mandatory, 461. *And see infra*, mandatory.
 - married woman, undertaking by, as to damages, 456.
 - meaning of terms "interlocutory" and "interim," 457.
 - motion for, notice of, practice as to, 457.
 - amendment of, 344, 457.
 - costs of, 346.
 - dismissal of action by plaintiff, notwithstanding pending motion for, 460.
 - standing to hearing, 455.
 - treating, as motion for judgment or trial of action, [453], 460.
 - service of, 415, 456.
 - strangers, not binding on, 455.
 - suppression or misrepresentation, effect of, 629.
 - urgent cases, in, 629.
 - vacation, in, [452].
 - where serious question to be tried, not granted, 439.

INJUNCTION—*continued*.

- International Copyright Acts, under, 579, 581.
- interpleader, in, 439.
- jurisdiction, plaintiff out of, undertaking by, 456.
 - service out of, 458.
- jurisdiction to grant, 457.
 - where "just and convenient," 457, 458.
- labels, against use of, [534, 538]. *See* LABELS.
- law reports, to protect copyright of, 581.
- leaseholds, against assignment of, without licence, 465.
- legal right, against trespass in exercise of, 485, 486.
 - in aid of, right to injunction, not lost by delay, 459.
- letters and documents, against publication of, [582, 583], 585.
 - compelling return of, 462, [584].
 - opening plaintiff's, against, [584], 585.
 - receiving, after dissolution of partnership, against, [590].
 - using document or secrets surreptitiously obtained, against, 462.
- libel, against, 458. *See* LIBEL.
- liberty to apply for, in pursuance of declaration of right, [515].
- light, right to, to enforce, [487—491], 491—495. *See* LIGHT.
- Limitations, Statute of, when a bar to, 482, 504.
- living, against taking possession of, [611].
- Local Board, against, to restrain nuisance, [528], 529, 531, 532. *See* NUISANCE.
- magazine, against publication of articles in, 581.
- mandatory**, acquiescence and delay, when a bar to, 461.
 - ancient lights, against obstructing, 462, [488].
 - buildings, obstructive, against, 461, 462.
 - churchyard, to restore surface of, 477.
 - hoarding, to compel removal of, 489.
 - inclosure of waste lands, as to, [516].
 - indorsement on order for, 369, 387.
 - interlocutory application, when granted on, 457 *et seq.*
 - light, against obstruction of, [488, 489].
 - mining barriers, to restore, 461.
 - principles on which granted, 460, 461.
 - railway company, compelling, to construct bridge, 462, 507.
 - railway, compelling restoration of junction with, [484].
 - removal of obstructions, as to, 461, 462, [485, 489, 505, 516].
 - right of plaintiff must be established, 461.
 - except in extreme cases, 461.
 - suspension of operation of, [488, 489, 510], 533.
 - to take up rails or pipes in plaintiff's land, [483, 484].
 - waste, as to, [476].
 - water, against interference with flow of, [510].
 - working railway in breach of agreement, against, [597].
- mansion-house, against removal of, 477, 479.
- manufactories, against nuisance by, [530], 533. *See* NUISANCE.
- manure works, against, 526.
- map or plan, to enforce copyright in, 581.
- market, to enforce right to, [516], 519.
- marriage and intercourse with infant, to restrain, [894], 900. *See* WARD OF COURT.

INJUNCTION—*continued*.

- married woman, not granted against, to restrain dealing with property, 752, 761.
- interference with, by husband, against, 762.
- undertaking as to damages by, 456.
- master in Queen's Bench Division cannot grant, 458.
- meetings, as to holding of, by company, 599, [601], 608.
- Merchandise Marks Act, 1862, under, 547.
- Metropolitan Board of Works, against, 600.
- military purposes, against user of land for, 526.
- mines and minerals, to enforce rights to, 462, 479, 482, 483. *See MINES.*
- misrepresentation or concealment, effect of, 543, 629.
- molestation, against, contrary to deed of separation, 814.
- mortgagor, against, interfering with management of business, 660.
- in action by, against sale by mortgagee, [621], 623.
- mortgagor or mortgagee, against, for waste, 480, 1641.
- motion for, 457 *et seq.* *See supra*, interlocutory.
- standing over, on mutual undertaking, [496].
- standing until trial, costs of, 346, 455.
- treated as trial, [453].
- and action stayed on undertaking and costs, [453].
- musical composition, to protect copyright in, 581.
- name of firm, against using, [589].
- name of vendor, to restrain purchaser of business from using, 464.
- name, trade, against user of, 467, 545. *See TRADE MARK.*
- navigable stream, against obstruction of, [511], 513.
- negative term in contract, implied as ground for, 467.
- negotiating securities, against, [588, 589, 616], 617, 1949.
- breach of, 617 (*add.*).
- illegal consideration, where, 617.
- in partnership name, [589].
- newspaper, to enforce proprietary right, &c., in, [539], 582.
- to restrain publication of proceedings in, [587], 588.
- noise, to restrain, [521, 522, 523], 527.
- notice of, 166, 456.
- by telegram, sufficient, 379, 456, 633.
- notice of motion for, 457.
- leave to serve, [452], 457.
- novel, to protect copyright in, [574], 580.
- noxious vapours, against, 523—526.
- nuisance, against, [464, 520—524]. *See NUISANCE.*
- to enforce covenant against, 470, 471.
- obedience to, enforced strictly, 524—528.
- obstruction of right or easement, against. *See LIGHT; SUPPORT; WAY; WATER, &c.*
- offensive occupations, against, [521—523].
- Palatine Court, jurisdiction of, to give damages, 461.
- parish clerk, against acting as, 612.
- Parliament, against applications to, [599], 600, 603.
- partners, as between, [588—591], 592, 593.
- acting as partner, against, [588].
- breach of agreement for dissolution, against, 544, 592, 1801, 1807.
- breach of articles, 1793, 1797, 1801.

INJUNCTION—*continued.*

- partners, as between—*continued.*
 - drawing out moneys, against, [588, 591].
 - matters of internal management not generally interfered with, 591.
 - opening letters of other firm, against, [584].
 - removing partnership property, [591].
 - surviving partners, rights of, 593.
 - using name of firm, against, [590], 591, 1801.
- party wall, as to user of, 486.
 - inquiry as to damage by erection of, [596].
- pasture, against interference with rights of, [515, 516].
- patent, against infringement of, 547—571. *See* PATENT.
- patterns, as to infringement of copyright in, 580.
- pension, to enforce assignment of, 469, [1661].
- perpetual, made, 461, [627], 630.
 - only at hearing, except by consent, 630.
 - terms of, [571].
- pew-rents, against receipt of, by displaced minister, [612].
- pipes, against allowing, to remain, 462, [483].
- pirated articles or documents, to restrain sale of, 460, [571—576], 577—582.
 - See* COPYRIGHT; PATENT; TRADE MARK.
- policies, against issue of, under plaintiff's title, [540].
- pollution of water, against, 513, [528—530], 531—534.
- possession or title, quieting, 630.
- post-office, withdrawal of notice to, compelled, 462.
- private letters, against publishing, printing, or opening, [582, 583, 584], 585.
- proceedings, to restrain commencement of, 1781.
- profession, against practising, [463].
- profits, account of, in action for, [536].
- promissory note, against negotiating, [616], 617.
- public bodies, against, 459, 527, 532, [593—601], 601—610. *See* COMPANY; NUISANCE.
- Public Health Act, 1875, under, 527.
- public undertaking, interference with, 532.
- publican's agreement with brewer, to enforce, [465], 471.
- publican and brewer, in action between, [465].
- publication, no injunction against infringement of copyright before, 577.
 - See* COPYRIGHT.
- quia timet*, when granted, 460, 486, 527, 530.
- railway company, against, 462, 467, [506, 507, 593]. *See* RAILWAY COMPANY.
- railway over land, against laying down, [484].
- rates, against misapplication of, [599], 603.
- receiver, against interfering with, 657.
- receiver, appointment of, in action for, [591].
- recipe, against user of, [535], 544.
- recreation, against trespass under colour of right of, 486.
- reeds and sedges, against cutting, [485].
- reference to surveyor, architect, &c., in action for, 489, 490, [491], 493, [521], 522, 527.
- refused, with inquiry as to damages, [490].
- rents, against receipt of, [612].
- reports of legal proceedings, against publication of, [585], 588.
- restraint of profession or trade, enforcing agreement for, [463—466], 467, 468.

INJUNCTION—*continued*.

- restrictive covenants, to enforce, [463—465], 469, 470.
- reversioner, enforcement of covenant at suit of, 469.
- rifle range, against use of, [523], 526.
- rights of common, to establish, [514—516], 516—518. *See* COMMON.
- riparian owners, to enforce rights of, [511, 512], 513, 605.
- Rivers Pollution Prevention Act, under, 531.
- running trains, against, 594, 610.
- sale, by auction, not restrained as nuisance, 471.
 - by mortgagee on payment or tender, restraining, [621], 623.
 - by tenant, in breach of farming contract, [465].
 - by trustees under depreciatory conditions, &c., [623], 623, 959.
 - in redemption action, to restrain, [621].
- sanatorium, against using premises as, [464].
- secret preparations, against selling and making, [535], 544.
- security for damages in action for, [474]. *See* DAMAGES; SECURITY.
- separation deed, enforcement of covenants in, 469.
- sequestration, in aid of, 380.
 - when enforceable by, 394, 534.
- sermon, against delivery of, with reference to pending proceedings, [587], 588.
- servants, workmen and agents included in, 455, 633.
- service, in aid of contract of, 467 (*add.*).
- service of notice of motion for, 457.
 - of order for, 456, 633.
- Settled Land Act, against tenant for life unduly exercising powers under, 1511 (*add.*).
- sewage, to restrain pollution of river by, [528, 529], 531, 532. *See* NUISANCE.
- shares, against issue of, [598], 605.
- shares, against sale or transfer of by company, 619 (*add.*), [1706] (*add.*).
- sheriff, against trespass by, 623.
- shingle, against removing, to danger of neighbouring land, [486], 514.
- shipping goods with counterfeit marks, against, [536].
- ships, injunctions as to, [614], 615.
- signboard, against interference with, [484].
- small-pox hospital, against user of, 521.
- smoke and vapour, to restrain nuisance by, 523, 524, 525, 526.
- solicitor, against, acting in opposition to former client, 943.
 - practising as, [483].
- solicitor, to protect lien of, [926], 930.
- special referee, appointment of, in action for, to inspect and report, [521], 522, 527.
- specific performance, enforcement of contracts incapable of, 466, 467, 1837.
- sporting or shooting, to enforce agreement as to, 470.
- statu quo*, preservation of, by interlocutory injunction, 459.
- statutory powers, against exceeding, [595], 596, 601, 602. *See* COMPANY.
- staying proceedings in action for, on undertaking, [453].
- staying proceedings in foreign Courts, [623].
 - principles on which jurisdiction exercised, 625, 626.
 - without prejudice to certain proceedings and priorities, [624].
- staying proceedings under, pending appeal, 744.
- steam-hammer, against nuisance by, [522], 526.
- stop orders, [417—420], 421, 422. *See* STOP ORDER.

INJUNCTION—*continued.*

- strangers, when binding on, 455, 633.
- street, against alteration of name of, by corporation, 601.
- superannuation allowance, to enforce assignment of, 469.
- support, right of, to enforce, 483, [498, 497], 501, 502, 503. *And see MINES ; SUPPORT.*
- surgeon, against practising as, 463.
- suspension of operation of, [488, 489, 510], 533.
 - pending appeal, 744.
- telegram, notice of order may be given by, 379, 456, 633.
- temporary nuisance, against, refused, 525.
- tenants, against, 455. *See WASTE.*
- theatrical property, against removal of, [591].
- threats of legal proceedings, against, 540, [549].
- timber, against felling, [471—474], 478, 479. *See WASTE.*
- tolls, as to, 628.
- tombstones, as to, 477.
- trade, as to exercise of, contrary to agreement, [463—465], 467, 468.
- trade marks, labels, and names, in respect to, [534—540], 541—547. *See TRADE MARK.*
- trade secrets, against improper use of, 585.
- tram-road, against laying down, 484.
- tramway company, against, in respect of nuisance caused by stables, 527 (*add.*).
- transfer of stock, against, 617, 618.
 - effect of restraining order under 5 V. c. 5. . 619.
 - evidence in support of application for, 619.
 - statutory jurisdiction, 618, 619.
- translations, to protect copyright in, 579.
- trespass, ordinary, against, [483—485], 486.
 - churchyard, to, [485].
 - distinction as to defendant being in possession, or claiming under colour of right abolished, 486.
 - laying pipes on land, by, [483].
 - rails, [484].
 - local board, by, 594.
 - railway company, by, 594.
- trustees, against, selling in breach of trust, [622], 623.
- trustees of chapel, against, [611].
- turbary, against interference with rights of, [514].
- uberrima fides*, when required, 629.
- ultra vires* acts, against, [595], 596, 602, 606. *See COMPANY.*
- underground pipes, to restrain building over, 512.
- undertaking in action for, [452, 453].
 - accounts, to keep, motion standing over on, 460.
 - breach of, 633.
 - brewer, by, to supply publican pursuant to contract, [465].
 - continued, [627].
 - damages occasioned by, to abide by order as to, [452], 455, 571.
 - registrars instructed always to insert, in order, 455.
 - enforcement of, 456.
 - mutual, motion to stand over on, [453].
 - short notice of motion, to accept, to discharge order, [452, 455].
 - vacation, in, by signing registrar's book, [452], 455.

INJUNCTION—*continued*.

- urgent cases, granted in, *ex parte*, 458.
- urinal, against use of, 526.
- vacation, *ex parte* injunction on application in, [452].
- vendor's lien enforced by, 595, 610.
- vestry, action by, as to infringement of public way, 1509.
 - against exercise of powers by, 595, 596.
- vibration, against nuisance by, 522.
- waste, against, [471—477], 477—483. *See* WASTE.
- waste land, against injury to, to prejudice of commoners, [515].
- water, discontinuance of supply of, restraining, 601, 607.
 - diversion of, restraining, [510], 605.
 - escape of, against permitting, 513, 514.
 - obstruction of river, restraining, [511].
 - pollution of water, against, 513, [523—531], 531—534. *See* NUISANCE.
 - rights of riparian owner, enforcing, [510—512], 512, 513.
 - of wharfinger, [512].
- way, rights of, to enforce, 505, 506, 509. *See* WAY.
- weighing machine, against interference with, in market place, [519].
- weight, excessive, on floor, removal of, compelled, 462.
 - injunction against storing, [521].
- wharfinger, against obstructing rights of access of, to river, [512], 513.
- without prejudice to future rights, [627].
- writ of, abolished, 452, 454, 456.

INLAND REVENUE,

- transfer of cash to, in payment of legacy or succession duty, 190.

INQUIRY,

- abatement of purchase-money, as to, [291], [1877].
- abettors of contempt, as to, 897.
- abstract of title, as to delivery of, and objections and answers, [1851]
- accidents or damages from mining operations, as to, [1151].
- acquiescence in settlement, as to, [1952].
 - by *cestui que trust* in breach of trust, as to, [972, 973].
- Acts of Parliament, as to expenses of obtaining, [2055].
- additional, ordered, [168], 169, [702].
 - on consolidation of actions, [702].
- adoption of accounts, as to, [955].
- adoption of contracts, as to, [832].
- advances, as to, [1243, 1244, 1388, 1443, 1457, 1458].
- annuities, in what proportion to be borne, as between realty and personalty, [1348] (*add.*).
- annuity, as to what has become due in respect of, [812].
- annuity, non-investment to answer, as to, [973].
- answers to, order to bring in, [282].
- appointment by parent, as to, [1322].
- apportionment of charities, as to, [1085].
- appropriation by executors, as to, [1458].
- assets of testator employed in trade, as to, [985, 1313, 1327].
- assets prematurely distributed, as to recovery of, [1393].
- balances in hands of executors or trustees, as to, [971, 974 (*add.*), 983, 984].
- barony, as to, and how descendible, 1446.

INQUIRY—*continued*.

- bond, as to consideration for, alleged to have been given for past cohabitation, [1963].
- breaches of trust, as to, [953—958, 972, 974 (*add.*)].
- bringing in answer to, order for, [282].
- building contracts, as to, [1303].
- buildings, as to erection of, [1310].
 - as to investment in, [2024].
- business or trade of testator, as to, [1310—1313].
 - specific bequest of, as to, [1360].
- capital and income, ascertaining and distinguishing, [1410—1417].
- capital, as to, in business, [1814, 1836]. *See* PARTNERSHIP.
- cargo, as to state of, [614].
- chambers, prosecution of inquiry in, 277.
- charges on estate, as to, [1290—1292].
 - as to present amount of, [1275].
- charges on proceeds of goods, as to persons having, [1971].
- charities, as to property of, [1063, 1064, 1117]. *See* CHARITY.
 - as to existence of, [1130].
- children and issue, as to, [1321—1323, 1454]. *And see* CHILDREN.
- circumstances as to, attending transactions, [956].
- class inquiries, position of, in administration judgment, 1324.
- clear residue, as to, where tenancy for life created, [1410].
- coal, wrongfully gotten, as to value of, [500].
 - how disposed of, [495].
- colliery, as to valuation of, [1241].
- colonial estate, as to, [683].
- compensation, as to, payable on enfranchisement of copyholds, [2077].
 - to landowners, where undertaking abandoned, &c., [2054—2057].
- compounding of debts, as to, [1409].
- compromise, as to, [1317].
- contingent liability, as to setting apart sum for, [1401].
- contract for sale, whether beneficial, [1542].
- contracts by company, as to, [1686].
- contracts by testator, as to, [832, 1222, 1363].
 - for sale of realty, as to, [1303, 1304].
- contribution by legatees for debts, as to, [1358].
- copyholds and freeholds, distinguishing, [1625].
- copyholds, as to fines on admission to, [1488].
 - as to right of tenant for life to fines on, [2012].
 - as to surrender of, and as to customary heir, [955].
 - enfranchisement of, whether beneficial, [2077].
 - whether valid enfranchisements can be made of, [2023].
- copyright, as to infringement of, 574.
- corpus and income, as to application of, [1414—1416].
- costs, charges, and expenses, as to, [990, 1637].
- creditors, as to acquiescence by, [1952].
 - of business, as to, [1313].
 - of company, as to, [2055, 2067].
- customary heir, as to, [1188].
- damages, as to, [145, 1833], 1846, [1851, 1932, 2005]. *See* DAMAGES.
 - by works of railway company injuriously affecting landowner, [596, 2005].

INQUIRY—continued.

- debentures and debenture holders, as to, [650, 1634—1639].
- debts of company, as to, [2055, 2067].
- debts remaining unpaid, as to, 1242.
- deficiency of estate, as to, [1400].
- deposit of title deeds, as to, [1291].
- detention of goods, as to damages by, 1159.
- deterioration, as to, in specific performance action, [1866].
- deterioration of property, as to, [1634].
- domicile and *lex loci*, as to, [1339—1333]. See DOMICILE.
- dower, as to lands subject to, [905—907].
 - as to right to, in administration action, [1300, 1301].
- election, as to right of, [1331, 1340].
 - whether beneficial, [905, 1339].
- exchange, as to agreement for, [1306].
- execution of enrolled deed, as to, [1138].
- executors, whether indebted to estate, [1273].
- expenses incurred by trustees, as to, [1127].
- farming business, as to, and expenditure thereon, [1311].
- finer on admission to copyholds, as to, [1488].
- finer, when received and how applied, [1085].
- foreclosure action, in, [1587, 1634, 1635].
- foreign lands, as to, [1330—1333].
- foreign securities, as to converting, [1317].
- France, as to person entitled under law of, [1331].
- furniture, as to value of, [812].
- further consideration, directed on, 315.
- further, directed, 1247, 1248.
- heirship, as to, usual in case of intestacy, [1185, 1186, 1189].
 - according to foreign law, [1331, 1333].
- household goods, as to, [956].
- improvements, as to, [1310, 1565].
- impure personalty, as to, [1129].
- incumbrances, as to, in administration actions, [1185, 1186, 1200, 1239, 1238, 1275, 1290—1292].
 - in foreclosure action, and as to their priorities, [1588, 1634, 1635, 1700].
 - in partition actions, [1534, 1536, 1540].
 - judgment creditors, on application of, [1712—1714, 1717, 1718].
 - on shares of residue, [1243, 1260].
 - on shares under settlement, [1454].
 - on trust estate, [1443].
 - on undertaking of railway company, [649].
 - subsequent to death of testator, [1275, 1290].
- indemnity against covenants, as to provisions for, [1815].
- infant, as to carrying on business for benefit of, [1310, 1311].
 - as to proceedings for benefit of, [832, 835, 855].
 - infant's property, as to, [904].
 - trustee, as to money received by, [953].
- insurance company, as to payments by, [1622].
- insuring lives on which annuities are held, as to, [1262].
- interest of claimant, as to, desiring *pro interesse suo*, [399].
- interest on balances, as to charging trustee or executor with, [984], 987.

INQUIRY—*continued.*

- investments by trustees, as to, [954, 955, 972, 999, 1454].
 - balance or difference, as to amount of, for which trustees liable, [974 (*add.*.)]
 - loss by improper, as to, [954, 971, 974].
 - of outstanding estate, as to continuing and calling in, [1816, 1817].
 - of rents and dividends, as to, [1448].
 - of residue, as to, [1414].
- issue and children, as to, [1323, 1323].
- jewels or plate, as to, [1361, 1475, 1663].
- judgment debt, as to amount of, [649].
- judgment debtor, as to lands of, and charges thereon, [1712—1714, 1717].
- jurisdiction, as to parties out of, 1323.
- jus relictæ*, as to right of, [1332].
- land in mortmain, as to, [1130].
- landowners, as to interference with, by company, [2054, 2056, 2057].
- law, on point of, should not be directed, 283.
- law of domicile, as to, [1329].
- leases, as to, [1117, 1309].
 - as to renewals of, [1475, 1485].
 - as to setting aside, of church property, [1117].
- leaseholds, what testator had at his death, [1242, 1485].
 - future management of, as to, [1486].
 - liability of testator under covenants, as to, [1281].
- legacies, as to, [1245].
- legacy, as to payment of, [1245].
- legacy or succession duty, as to, [956].
- legal estate, as to, [1064, 1117, 1497].
- legatee and issue, as to, [1322, 1323].
- legitim, as to right of, [1332].
- liabilities of testator, as to, [1280—1282, 1303, 1319].
 - of testator's estate for repairs, as to, [1475].
 - what amount should be set aside to meet, [1281].
- library, as to sale of, by tenant for life, [1319].
- lien on title deeds, as to, [1714].
- lost or misappropriated property, as to, [954].
- lost or missing instruments, as to, [1906, 1907].
- maintenance, as to allowances or provision for, [878, 1434]. *See* INFANT.
- management of settled estates, as to, [1475], 1476, [1496].
 - of colonial estates, as to expenses of, [683].
- manager of business, as to appointment and salary of, [1815].
- mansion house, as to value of, [812].
 - as to letting of, [1475].
- marriage, as to date of, [807].
- marriage of infant, as to validity of, 897.
- marriage of testator, as to, [1321].
- mesne profits after occupation of dwelling house, as to, [145].
- mines and minerals, as to, as between tenant for life and remainderman, 474, [1476].
 - wrongfully gotten, as to, [500], 504.
- money payable under agreement, as to, [1896].
- moneys placed out on security, as to, [1168].
- mortgaged chattels remaining in specie, as to, [1662].

INQUIRY—*continued*.

- mortgage debt, as to sums paid in respect of, [1309].
- mortgages and charges, as to, [1330—1333].
- National Debt Commissioners, as to title to stock transferred to, [2006].
- necessaries, as to sums advanced for, [834].
- necessary, may be directed at any stage of matter or cause, 1324.
- next friend, as to person proper to be appointed, [823].
- next of kin, as to, [1337, 1331, 1330].
 - according to foreign law, [1339, 1300].
- notice of settlement, as to, to trustees, 1906.
 - of claim, as to, [438].
- numbering of, 283.
- occupation of land, as to, [206, 1309, 1565, 1633, 1666].
- occupation rent, as to, [1309, 1541, 1565, 1633].
- old fund, as to persons entitled to, [1323].
- omissions in performance of contract, as to, [1150].
- option of purchase, as to, [1304].
- outfit of ship, as to expenditure incurred for, 438.
- outstanding personality or funds, as to, [955, 1184, 1237, 1317, 1318, 1685].
- parliamentary deposits, on applications for payment of, [2054—2057].
- particular stock, as to, [1361].
- particulars of estate where testator long dead, as to, [1242].
- particulars of property comprised in settlement, as to, [954, 958, 971, 1443, 1459].
- parties, as to, in partition action, [1533—1537, 1539, 1540], 1551, 1555, 1556.
 - See* PARTITION.
- partnership, as to existence and property of, [1795, 1796, 1301, 1802, 1813].
- partnership property seized under *f. f.s.*, as to, [1830].
- personalty, as to particulars of, [1129, 1239].
- persons entitled, as to, [1331—1333, 1454, 1497].
- plate or jewels, as to, [1361, 1475, 1662].
- pollution of stream, as to, as from given date, 530.
- portions, as to advances by way of, [1458].
- power of appointment, whether exercised, [1322, 1454].
- pre-emption, as to exercise of right of, [1305].
- preliminary, directed at any stage, 1153.
- presumption of death, where raised, [1323].
- priorities in actions for administration of realty, as to, [1185, 1186, 1239].
 - of creditors of railway company, [649].
- proceedings for benefit of infant, as to, [823].
 - for realization of estate, as to, [1316].
- promissory note, what due at date of, [935].
- prosecution of, in chambers, 277.
- protector of settlement, as to, [1497].
- purchase by testator, as to, [1303].
- purchase of land, as to investments in, [954, 1445].
- purchases of land by trustees, as to, [954, 1445].
 - by testator of intestate, [1305], 1306.
- pure and impure personality, as to, [1129].
- question of law, as to, not directed, 1324.
- railway company, as to judgment debts and incumbrances affecting, [649].
- railway contractor, as to amount due to, for works, &c., [1150].
- rates or taxes, as to sums due for, [758].

INQUIRY—*continued.*

- real estate comprised in settlement, as to, [1455].
- real estate devised in shares, as to, [1549, 1563].
- realization of security, as to, [1685, 1687].
- realty abroad, as to, where testator domiciled here, [1332].
- realty, as to, of which testator or intestate seised at his death, [1185, 1186, 1188, 1200].
 - distinguishing specific devises, [1241].
 - non-conversion of, as to, [972].
 - sale of, as to, [1302].
 - where will not within 1 V. c. '26, [1188].
- receipts, as to date of, [1168].
 - by bankrupt's assignees, as to, [1276].
- receiver, as to proceedings to be taken by, 656.
- recouping, for purpose of, [1409, 1410].
- recovery of funds, as to possibility of, [982, 1393].
- refunding, as to amounts required for, [1393, 1395].
- release, as to execution of, [1233].
- remoteness, consequent on declaration of, [1348].
- renewable leaseholds, as to, [1485—1488].
- rent-charges, as to, [1689, 1759].
 - as to lands subject to, [1572].
- rents, as to receipt of, [812, 1240, 1275, 1448, 1540, 1541, 1565].
- repairs, as to money expended for, [1565].
- repairs or re-building, as to money required for, [1348] (*add.*)
- repairs proper to be done, as to, [1475].
- repayments, as to, [834].
- representatives of legatees, as to, [1323].
- residuary personal estate, as to particulars of, [1242].
- residue, as to, as between tenant for life and remainderman, [1410—1417].
- residue, as to particulars of, [1317, 1458].
- royalties, as to right of tenant for life to, [2012].
- sale, as to advisability of, in partition action, [1537, 1539].
- sale, as to postponing, 1305.
- sale of real estate, as to proceeds of, [1414].
- sale of real estate in settlement, as to, [1455].
- sales by testator, as to, [1303].
- sales of mortgaged property, as to, [1622, 1628].
- salvage, as to sums due for, [1169].
- scheme for charity, as to, [1085]. *See* CHARITY.
- Scotland, as to property in, [1332].
- secret profits, as to, received by directors or agents, [1939].
- security, as to proceeds of realisation of, [1776].
 - as to value of, lost by negligence, [1780].
- separate estate, as to, [757—759].
- sequestered land, as to claimant's interest in, [400].
- set-off, as to doubtful question of, 1160.
- settlements, as to, [794, 1243].
 - as to property comprised in or subject to, [1454, 1455, 1906].
 - as to terms of, [1906].
- share of net value of estate, as to sum equal to, [1240].
- shares of children, in whom vested, [702].
- ship, as to outfit of, [438].

INQUIRY—*continued.*

- solicitor, as to sums due to, [935, 936].
- specie, as to effects remaining in, [1663].
- specific and demonstrative bequests, as to, [1274, 1346, 1857—1861].
 - disposition of, as to, after death or second marriage of executrix, [1274].
 - distinguishing domestic and trade effects, [1360].
 - realty, as to, in case of refunding, [1393].
- specific appropriation, as to, of proceeds of sale of goods, [1971].
- specific effects, distinguishing, [1389, 1360].
- stage of proceeding, may be directed at any, 345.
- stipend of clergyman, as to liability of estate for, [1292].
- stock in trade, as to, [1311, 1312].
 - valuation of, [1313].
- stock meant by description in will, as to, [1361].
- succession or legacy duty, as to, [956].
- superfluous lands of railway company, as to, [1718].
- surety, as to ability of, to contribute, [1773].
- surplus proceeds of sale of mortgaged property, as to, [1637].
- tenant for life, as to compensation to, [2012].
 - as to payments to, [1410], 1413, [1416].
- timber, as to cutting of, [672, 1319, 1472, 1565].
- title, as to, in specific performance actions, [1850, 1851], 1853, 1854, [1876, 2006].
 - on investment of fund in Court, [999, 2011, 2019].
 - on sale by Court, [296].
 - under Declaration of Title Act, 1862, [2064].
 - whether accepted by testator, [1303].
- title deeds, as to possession of, [956].
- trade, as to assets employed in, [985].
- trade of testator, as to carrying on, [1310—1313].
- trust funds, as to dealings with, and investments of, [952—956].
 - whether subject to duty, [956].
- trustees charged with interest, as to amount due from, [1395].
- trustees, money received by, as to, [953, 956].
- unadministered estate, as to, [1242].
- unclaimed stock, as to persons entitled to, [2066].
- underwriter on Lloyds, as to engagements of, [1773].
- undue influence, as to money obtained by means of, [1944].
- unsold estates now remaining, as to, [1348].
- value of estate, as to, [1572].
- value of property, as to, for purpose of election, [1341].
- value to be set on specific property, as to, [1357].
- values of devised estates, as to, [1401].
- values of house and estates charged with debts, as to, [1400].
- variations made in partnership agreement, as to, [1793].
- vendor, as to expenditure by, in specific performance action, [1877].
- waiver of, where infants interested, [833].
- waste, &c. by tenants for life and others, as to, [472, 474, 1472].
- waste lands inclosed or built upon, as to, [515].
- water, as to obstruction of flow of, [510].
- water, as to pollution of, [530].
- way-leaves, as to sums to be paid for, [499], 504.
- widow, as to assent of, to acts of trustee, [1312].

INQUIRY—continued.

- widow, whether testator left, [1321].
- wife's property, as to devise of, [1340].
- will, as to property subject to, [1242].
- will found, as to persons interested in setting up, [1908].
- without prejudice to question as to liability, [1310, 1773].
- without prejudice to right of appeal, [474].
- works executed, as to amount due in respect of, [1150].
- works not included in contract as to, [1149].

INQUISITORIAL QUESTIONS,

- need not be answered, 73.

INROLMENT,

- appeal, right of, not now affected by, 169, 721.
- Arches Court, of order of, [171].
- decrees of other Courts, of, 169, [170, 171].
- deed, of, in favour of charity, [1128], 1136—1138.
- disentailing assurance, of, 1498, 1499.
- draft of lost settlement, of, 1906.
- Ireland, order of High Court of, inrolled, [170].
- judgments or orders, orders and practice as to inrolment of, 169, [170, 171].
- receiver's recognizance, of, 654, 680.
- scheme, of, under Railway Companies Act, 1867..169.
- vacating, 169, 678, 680, [687, 707].

INSANE PERSON. See LUNATIC; NON COMPOS.**INSOLVENT ESTATE, 1233—1236. See CREDITOR'S ACTION.****INSPECTION,**

- counterfeit labels, of, 547.
- judge, by, in light and air cases, 493.
- mines and minerals, of, [496, 497], 498, 503.
- patent cases, in, [561, 562], 563.
- power to enter buildings and take samples, &c., 86.
- tabern, of, sold as going concern, 1869.

INSPECTION OF DOCUMENTS, CHAP. VII., 70—72. And see PRODUCTION OF DOCUMENTS.

- agents, accountants, surveyors, &c., by, [52], 71.
- attachment in default of compliance with order for, [54].
- Bankers' Books Evidence Act, under, [55], 72.
- bankrupt, by, or his assignee or solicitor, [52].
- business, at place of, 70.
- claimant, by, in administration action, [53].
- company, deposit by, under Life Assurance Companies Acts, 2063.
- copies and notes, right to take, 71.
- costs of, 262.
 - at solicitor's office, 70.
- Court, in, at the hearing or trial, [47, 48].
- court rolls, of, 70, 76.
- disputed, where right to, is, 67.
- district registrar's office, at, 71.
- documents in daily use, 70, 71.

INSPECTION OF DOCUMENTS—*continued.*

- documents marked "private," [52].
- documents referred to in affidavit or pleading, [49], 58, 66, 75.
- enforcement of order for, 371.
- executors, by, on application of claimant, [53].
- foreign country, in, 95.
- foreign government, order against, [49], 64.
- impeached documents, 69.
- India, documents to be sent from, [51].
- letters, private, of, on undertaking not to use for collateral purpose, [52].
- mortgage deed and policies deposited in Court, [54].
- mortgagees, by, 69.
- notice, on, 66.
- pedigree case, in, [50].
- place for, discretion of Court as to, 70.
- possession sufficient to ground order for, 67—69.
- power to order, 66.
- privilege, documents held not entitled to, [49]. *See* DISCOVERY; PRODUCTION OF DOCUMENTS.
- public body, order against, [48].
- registers of company, of, 71.
- right to, contested, 67.
- sealing up parts, [47, 50], 72, 73.
- solicitor's office, at, [47, 48], 70.
- solicitor may not charge for, 70.
- suspected documents, of, by witnesses, [53], 71.
- witnesses, by, special order necessary for, 71.

INSTALMENTS,

- order for payment of money by, [161].
- attachment in default of, [382].

INSTITUTION OF CLERK,

- form of entering, in order, [126].
- injunction to restrain, 611.

INSTITUTION OF PROCEEDINGS, CHAP. I., 7, 8.**INSURANCE.** *See* POLICY.

- allowance to mortgagees for, 1638.
- executor, by, inquiry as to propriety of, 1282.
- infant maintained out of contingent share secured by, [849], 855.
- inquiry whether proper to keep on foot, [1282].
- interpleader by insurance company, 439, 440.
- misstatement by insured, effect of, 1922, 1923.
- premiums, account of, [1621], 1638.
- sums received for, account of, [1822].
- shares in insurance company, charging order on, [425].
- subrogation, principle of, 1784, 1785.
- Trustee Relief Act, payment of moneys into Court under, 1012.
- wharfinger's and merchant's policies, liability of company in respect of, determined, [1778].

INTERESSE SUO (EXAMINATION PRO), [400, 401], 402, [403], 656. *See* PRO INTERESSE SUO.

INTEREST,

- administration actions, on debts in, 1205, 1206.
- advance, payable in, 1608.
- advances, on, 1264, 1297.
- agent, payment of, to and by, 1180, 1182, 1942.
- allowance of, [1166], 1180.
 - in cases of express or implied contract, 1180
 - on amounts received, [1622], 1639.
 - on sums actually due, [1759].
 - tenant for life, to, 1413, 1419, 1420.
 - under 23 & 24 V. c. 127..265.
 - under 3 & 4 W. 4, c. 42..1181, 1182.
- amendment of judgment or order as to, 167.
- annuity, when given on arrears of, 1378, 1379, 1760.
 - account of arrears and interest of, [1375].
- application of payments as between principal and interest, 1610.
- apportionment of, on death of tenant for life, [1492].
- arrears of, when barred by time, 1610, 1611, 1635.
 - right of transferee of mortgage as to, 1609.
- tacking, 1611, 1758.
- balances, on, due to or from partnership, 1802 1811.
 - in hands of solicitor, 265.
 - of executors and trustees, [963, 964], 985, 987.
 - rate of interest, 987, 988.
 - of receiver. 678—680, 687.
 - on further consideration, 316.
- bankruptcy, in, for purposes of dividend, 1181.
- bill of exchange carries, 1180, 1181.
- breach of trust, in cases of, [955, 963, 964].
- calls, on, payable in winding-up, 1182.
- certificate of computation of, when to be signed, 1636.
- compound, when given, [955, 964], 988, 1609, 1610, [1630], 1870.
- computation of, in charity cases, 1104.
- costs, on, when payable, 229, 265, 266, 1104, 1266, 1608.
- County Court, on sum recovered in, 1608.
- covenant for payment of, merger of, in judgment, 1608.
- death of testator, arising since, distinguished, [1313].
- "debt or sum certain payable at a time certain or otherwise," on, 1181.
- debts, on, in administration action, 1205, 1206, [1225], 1226, [1228], 1232.
- delay, mere, not, payable for, 1182.
- demand for, what sufficient, 1181, 1182.
- deposit-money in Court, on, 209, 210.
- dower, on, not allowed, 808.
- equitable mortgage, under, when payable, and at what rate, 1607, 1608.
- executors charged with, [963, 963], 987.
- foreclosure actions, in, 1607—1611. *See* FORECLOSURE.
 - allowed on amounts received, [1622], 1639.
- fraud or misfeasance, in cases of, 1180, 1942.
- further consideration, given on, 316, 1183.
- income tax, deduction of, 1205, 1870, [1899].
- incumbrances, on, receiver to keep down, [671].
- indemnity, under contract for, 1183.

INTEREST—*continued.*

- inquiries with a view to charging, [963, 964].
- judgment, on, where writ specially indorsed, 150.
- judgment debt, on, 1608.
- keeping down, by receiver, [671].
 - by tenant for life, 1379, [1399], 1481, 1482, 1608, [1796].
- legacy, on, computed, 1257, [1264], 1381.
 - when given from death, 1264, 1265.
- liberty to apply at Chambers for account of, [1815].
- Limitations, Statutes of, 1610, 1611, 1870.
 - payment of interest by tenant for life, 1606.
- lodgment in Court with, [175].
- lost policy, where indemnity directed in respect of, 1910.
- meaning of term, in schedule, 190.
- mercantile rate of, 1181.
- mercantile usage for payment of, 1180, 1181.
- money recovered, on, 162.
- money wrongfully withheld, on, 1182, 1183.
- mortgage debt, on, 1208, 1213, 1234, 1607—1611.
- notice, in lieu of, 1610.
- partnership, on capital of, when payable, 1811, 1817.
- payment of, on funds in Court, [190]. *See* DIVIDENDS; PAYMENT OF DIVIDENDS.
- payment into Court with, [175].
- policy of insurance, under, 1181, 1669.
- principal, right to turn interest into, 1609.
- profits or, by trustees and executors, [985], 987, 989.
- profits of partnership, charging interest instead of, 1811, [1827, 1828], 1830.
- promissory note carries, 1180, 1181.
- purchase-money, on, computation of, in specific performance action, [1833, 1859, 1860, 1863, 1864, 1868], 1869.
- purchase-money, on, on sale by Court, [299], 304.
- rate of, on debts generally, 1184, 1205, 1607.
 - equitable mortgagee, on debt secured by, 1608.
 - fraud or misfeasance by directors, in case of, 1942.
 - judgment debt, on, 1607, 1608.
 - minerals, on expenses of working, 504.
 - mortgage debt, on, 1607.
 - purchase-money, on, 304.
 - what, charged against trustees, 987, 988.
- receiver to keep down, 637, [671], 673.
 - charged with, 678—680, 687.
 - not permitted to make, 679.
- renewal of leases, on expenses of, [1488].
- rents, on, when charged in specific performance action, 1870.
- repayment of, where order reversed, 1884.
- rescission of contract, in cases of, 1926.
- reversal of judgment, money repaid without interest, 162.
- reversionary interest, on fund in Court, on mortgage of, 1610.
- solicitor's balances and disbursements, on, 266.
- stakeholder, against, 1182.
- stated account, on, 1180.

INTEREST—continued.

- subsequent, agreement to pay, 1180.
- computing, on further consideration, [1225], 1226, [1228], 1232.
- in foreclosure action, [1641, 1642, 1647, 1648], 1650.
- verification of, by affidavit, 1226, 1231.
- sum certified to be due does not carry, 286.
- but interest may be given on further consideration, 316.
- surety, right of, to interest on sums paid, [1773], 1783.
- tenant for life, to be kept down by, [1399], 1608, 1609, [1728].
- tenant in tail not bound to keep down, 1609.
- tender, effect of, as to, 1610.
- time, certain, what is, within 3 & 4 W. 4, c. 42, s. 28..1182.
- trover or trespass, in action of, 1181.
- trustees and executors, when charged with, [955, 983, 984], 985, 987.
- usury laws, repeal of, 1607, 1609.
- vendor and purchaser, payment of, as between, [1859—1868], 1869, 1870.
- wilful default, compound interest, [982—984], 987—989.
- winding up of companies, allowed in, 1182.

INTERIM INJUNCTIONS, [452, 453], 454—460. *See* INJUNCTION.

INTERIM INVESTMENT. *See* INVESTMENT; LANDS CLAUSES ACT; SETTLED ESTATES ACT.

INTERIM RECEIVER, [636, 641], 659. *See* RECEIVER.

INTERLOCUTORY INJUNCTIONS, [452, 453], 454—460. *See* INJUNCTION.

INTERLOCUTORY OR FINAL ORDER. *See* JUDGMENT; MOTION; PETITION.
 appeal from, 729, 731, 735, 736. *See* APPEAL.
 receiver, for, 651. *See* INJUNCTION.

INTERMENT,
 unauthorized, injunction against, [485].

INTERNATIONAL COPYRIGHT, 578, 591.

INTERNATIONAL RIGHTS AND ARRANGEMENTS,
 copyright, as to, 578, 579.
 patents and trade-marks, as to, 2003, 2004.

INTERPLEADER, CHAP. XXIX., 436—448.

- at instance of private person, 436—444.
- accounts and inquiries, order for, [437, 438].
- adverse claims to ship, freight and earnings, [437].
- affidavit of no collusion, 439, 441.
- meaning of word collusion, 441 (*add.*).
- appeals from orders in, 443, 444.
- auctioneer, by, 440, 441.
- bailment, effect of contract of, 441.
- barring claim against claimant not appearing, [437], 443.
- bill of, under former practice, 439.
- chose in action, assignment of, 439.
- costs of, 444.
- courses which Court may adopt when making order for, 443.

INTERPLEADER—continued.**at instance of private person—continued.**

estoppel, effect of, 442.

issue directed, [436], 442, 443.

motion for new trial to be determined by Court of Appeal, 443, 444.

order in chambers in first instance, [436].

part, as to, with dispute as to residue, 441.

policy moneys, in respect of, 439, 440.

question of law, decision of, 442, 443.

receiver, by, 443.

relief by, when granted, 440, 441.

under former practice, 440, 441, 442.

special case, statement of, 442, 443.

staying proceedings against defendant, and substituting claimant, [437].

summary judgment, 442, 443.

summons for, 443.

suspends effect of execution as act of bankruptcy, 379.

Trustee Relief Act, payment into Court under, in lieu of, 439.

undertaking as to damages, when required, 441.

warehouse keepers, by, 441.

at instance of sheriff, 444—448.

bankruptcy proceedings, effect of, 447, 448.

barring claim in favour of execution creditor, [446].

Chancery action by sheriff, where trustee in bankruptcy and execution creditor dispute right, [446].

costs and charges of, liability of execution creditor for, 447, 448.

County Court, claims to goods taken in execution under process of, 448.

execution, effect of, as act of bankruptcy suspended by taking out summons, 448.

issue as to claims, [444, 445].

with costs reserved, [445].

possession, sheriff to remain in, on default of payment or security, [445].

receiver, appointment of, where issue directed, 447.

sell, sheriff ordered to, and pay proceeds into Court, [444], 447.

and raise and pay claim and expenses, [446].

withdraw, sheriff ordered to, on claimant paying money into Court or giving security, [446].

INTERROGATORIES AND AFFIDAVIT IN ANSWER,**(1.) Interrogatories, 58—61.**

admissions may be obtained by means of, 60.

answer to, compelling, [45].

copyright action, in, 577.

corporation or company, to, 59.

costs of, improperly administered, 61.

criminating questions in, 83, 84.

defence, not in general allowed until after, 58.

defendant, by, 58.

in action of breach of contract, 60.

delivery of, 58.

INTERROGATORIES AND AFFIDAVIT IN ANSWER—*continued*.(1.) *Interrogatories—continued*.

- demurrer to, under former practice, 76.
- deposit before delivery of, 57.
- documents, as to, not allowed, 60.
- ejectment action, by plaintiff in, 60.
- enforcement of order to answer, 371.
- executors, by, as to payments to their testator, 60.
- form of, 58.
- fraud or breach of trust, in actions grounded on, may be without leave, 56.
- Judicature Rules as to, 56, 58—61.
- leave to deliver, [45].
 - when required, 56—58.
- objections to answering, 60, 61. *See* DISCOVERY.
 - cases and opinions of counsel, 80, 81.
 - communications with solicitor, &c., 78—80.
 - agent, &c., 80.
 - inquisitorial questions, 73.
 - irrelevancy, on ground of, 73.
 - matters relating to defendant's own case alone, 74—76.
 - what objections may be taken in the affidavit, 60, 61.
- "opposite party," who is, 58, 59.
- penalty, in action for, 60 (*add.*).
- service of, out of the jurisdiction, 61.
- slander and libel, in actions for, 74.
- striking out, or setting aside, for scandal, &c., [48], 60.
- tenancies, as to, alleged by defendant in ejectment, 60 (*add.*).
- third parties, by and to, 58.
- witness may be ordered to be examined by, 91.

(2.) *Affidavit in answer*, 61, 62.

- attachment and dismissal of action for default of, [54], 85.
- default of, dismissal of action for, [119].
 - motion for judgment on, 156.
- entered as read, [126].
- evasive answer taken off file, 62.
- exceptions to, not to be taken, 61.
- foreigner, by, 61.
- form of entering, in orders, [126].
- full answer, duty to give, 61.
- further answer, order for, [45, 54].
 - summons for, form of, 62.
- general denial, insufficient, 61, 62.
- information and belief, answer as to, 62.
- insufficient, order where affidavit is, 61.
 - reference by plaintiff to paragraphs in his pleading, 61.
- Judicature Rules as to, 61, 62.
- law, as to conclusions of, 61.
- objections to answering to be stated in, 60, 61.
- order to file answer, [45].
 - for further answer, [45, 55].
 - on motion or summons, 45, [55].
- referring to books only, 61.

INTERROGATORIES AND AFFIDAVIT IN ANSWER—*continued*.(2.) Affidavit in answer—*continued*.

- sufficiency of, to be determined on motion or summons, 61.
- time for, within ten days, 61.
- order enlarging time for, [46].
- trial, reading affidavit at, 85, 86.

INTESTATE,

- administration of estate of, [1237, 1240, 1242]. *See* ADMINISTRATION.
- illegitimate, not represented by Attorney-General, 1198, 1328.
- marriage of, issue as to, [335].

INTESTATES' ESTATE ACT, 1384..1054.

INTESTATES' ESTATE ACT, 1890..1328, 1387.

INTOXICATION,

- custody of children taken from parent on ground of, 884.
- of party to contract, effect of, 1845.

INVENTION. *See* PATENT.

INVENTORY,

- of fixtures, &c., leave to make, in specific performance action, 1860.
- of heirlooms, directed, [1362], 1370.
- receiver appointed by reference to, [647].
- Scotch, 1192, 1194.
- undertaking to allow sequestrators to take, [401].

INVESTMENT,

- accumulation, and, [196], 201.
- annuity, of cash to meet, [1371].
- brokerage on, under Lands Clauses Act, 2011, [2017, 2020, 2022].
- cash, of, in Court, [177, 178], 201, 209.
- cash, of, under control of Court, 201.
- cesser of, on solicitor's request, 201.
- charity money, of, 1089, 1122.
- continuing and calling in, in administration action, [1316, 1317].
- conversion of, by executor, ordered, 1317.
- when directed by Court in general, 201.
- Copyhold Acts, under, of enfranchisement money, [2077, 2078], 2079, 2080.
- Defence Acts, of compensation under, [2081], 2082.
- deposit, placing money on, 202.
- different stocks, in, [191].
- dividends, of, 199, 202.
- duty, subject to, 198.
- Exchequer Bills, in, when ordered, 201, 202.
- foreign securities, in, [1317].
- funds and cash in Court, of, orders as to, [196].
- not made through private brokers, 200.
- request necessary notwithstanding order, 201.
- what investments adopted and allowed, 201.
- improper, declaration and inquiries as to, [956, 971, 972], 975, 976.
- trustees, by, declared good for less sum, [974 (*add.*)].

INVESTMENT—*continued.*

inquiries as to—

outstanding estate, of, [1316, 1317].

rents and dividends, of, [1448].

residue, of, 1413, [1414, 1416].

trust funds, of, in land, [954, 999].

interim, of money to be laid out in lands, [1445].

under Lands Clauses Act, [196], 201, 2011—2015. *See* LANDS CLAUSES

CONSOLIDATION ACT.

land, in, to be settled to uses of settlement, [1448].

application for, how to be made, 1453.

land, in, of funds in Court, [196].

land, registered, of settlement money in, [194].

Legacy Duty Act, of sums lodged under, 201.

money lodged in Court, of, direction for, [178], 177.

mortgage of lands, on, 975, [999], 1002, 1665, 1699.

notwithstanding previous order, [197].

notwithstanding smallness of amount, [197].

opinion of Court as to authority to make, [1007].

parliamentary deposit, of, 2058.

portions, of, directed, [1457].

private brokers, cannot be made through, 201.

purchase of equity of redemption not sanctioned by Court, 2024.

purchase of land, in, [954].

rents and dividends, of, [1448].

Settled Estates Act, of money under, 100, 201.

Settled Land Acts, under, 1001, 1004, [1523], 1524, 1526, 1527.

sums less than 40l., investment of, 201.

trustees, by, under powers, 975, 976, 1001, 1002, 1004, 1005. *And see*

TRUSTEE.

“foreign securities,” in, [1317].

funds, in, power to invest, 1001, 1002.

improperly made, [956, 971, 972], 975, 976. *And see* BREACH OF

TRUST.

acquiescence, &c. in, by *c. q. tr.*, effect of, 979.

payment into Court ordered on admission by trustee, 977, 978.

mortgage, on, 975, 1004, 1665, 1693.

of land or houses, what security sufficient, 975, 976.

special powers, under, 1004.

statutory powers, under, 1001—1003.

“stocks,” “shares,” “securities,” in, 976, 1004.

under sanction of Court, what authorized, 975.

unlimited shares, in, [973], 978.

wasting securities, on, 978.

waste, investment of proceeds of, 481.

IRELAND,

affidavit sworn in, 203.

appointment of receiver in, 653.

evidence taken in, 98.

guardian appointed in, appointed here, 846.

judgment of Irish Court, evidence of, 136.

land in, not within Mortmain Acts, 1143, 1145.

IRELAND—continued.

- order of High Court of Justice of, inrolment of, [170].
- enforcement of, in England, 170.
- receiver of estates in, 653.
- service of process in, 17, 18.
 - leave to serve writ, [11].
- staying proceedings in, 624.
- transfer from Court here to Court of Chancery in, [193].
- Trustee Acts, application of, 1041.
- winding-up order made in, made order of Court, [173], 174.

IRREGULARITY,

- amendment of judgment or order, 167, 168.
- chief clerk's certificate, in, 287.
- conduct of action not taken from plaintiff for, 1279.
- discharge of attachment on ground of, 387 (*add.*), [413], 415, 416.
- disregarded, when, 345.
- order to tax discharged for, 234.
- proceedings under judgment before entered, 166.
- sale by Court, in, 312.
- Settled Estates Act, in order under, 1501.
- waiver of, 287, 357, 387 (*add.*), 404, 416.

IRRELEVANCY,

- costs of irrelevancy and prolixity, [316], 225, 262.
- resisting discovery on ground of, 73.
- striking out pleadings for, [30], 33, 34.

ISSUE, CHAP. XXII., 322—337.

- abortive trials, order after, 325.
- affidavit, evidence by, agreement to take, 325.
- appeal against order directing, 337.
- arbitration, reference to, 324. *See* ARBITRATION.
- assessors, trial with or without, [323], 324.
- assizes, trial at, [323], 327.
- certificate of officer after trial by jury, [323], 327.
- change of venue, 330.
- costs of, 328, 329.
- default at trial of, 328.
- documents, prolonged examination of, case requiring, 324.
- dower, as to right to, 807, 808.
- forms of, in particular cases—
 - act of bankruptcy, [334].
 - boundaries, 333.
 - covenants and agreements, [334].
 - custom, as to, [335].
 - damages, as to, caused by injunction, [332].
 - by non-delivery of ship, [332].
 - by non-completion of contract, [332].
 - from moving sea bank, 333.
 - daughter, as to, [331].
 - donatio mortis causa*, 335.
 - eldest or only son, [331].
 - foreshore, 333.

ISSUE—continued.**forms of, in particular cases—continued.**

- heirship, [330], 334.
- intestate's marriage, [335].
- nuisance, 333.
- partnership, as to, 334.
- pasturage, 334.
- right of way, as to, [332], 333.
- right to bridge tolls, 333.
- right to fell timber, 333.
- sanity, as to, [332].
- validity of bond or deed, fraud, [331, 332], 334.
- voluntary bond, as to, 1202.
- further, added by consent, [322].
- garnishee proceedings, may be ordered in, 431.
- interpleader, in, directed, [436], 442, 443, [444, 445].
 - with costs reserved, [445].
- judgment after trial of, [335, 336].
 - entry of, 327.
- jury, trial by, order for, [322].
 - discretion of Court to order, 324, 325.
 - place and mode of, 326—328.
 - right to, 323—325.
 - special jury, 324.
- jury, without, direction for, [436].
- local investigation, case requiring, 324, 325, [329].
- motion for judgment after trial of, 327, [336].
- new trial, application for, to be to Court of Appeal, 443, 444.
- notice of trial of, 327.
- postponing trial of, 328.
 - order for, [322].
- referee, official or special, trial before, 324.
- scientific investigation, case requiring, 324.
- sequestered land, as to claimant's interest in, 402.
- setting down action after trial of, 337.
- settlement of, 326.
- transfer to Queen's Bench Division for trial of, 326.
- trial of, place and mode of, 326, 327.
 - some issues before others, of, 326.
- venue, 329, 330.
- verdict on, setting aside, 337.
- view, direction for, by special jury, [329].

JEWELS,

- deposit of, in Court, 177, 184.
- executory trust of, carried out, [1363], 1446.

JOINDER,

- of claims by executor or administrator, with other claims, 36.
- of issue, 36.
- of other claims, with claim for recovery of land (O. XVIII.), [7], 8, 1551.
- of parties, 42, 43.
- of parties as plaintiffs, 41 (*add.*).

JOINT TENANTS,

- declaration that parties entitled as, [1466].
- investment in purchase of land, joint tenancy created by, 1293
- redemption by, 1601.
- vesting order, joint tenancy created by, 1049.

JOINTRESS,

- redemption action by, 1603.

JOINTURE,

- adultery, not forfeited by, 811.
- agreement for, enforcement of, 1060.
- bar of dower by, 810.
- confirmed and made good, [810, 811].
- delivery of deeds, ordered, on confirmation of, [810].
- fraudulent appointment of, 1467.
- jointress, equity of, to compel investment in land, 1308.
- power to, inserted in executory settlement, [1446], 1450.
- succession duty on lands charged with, on sale under power, 811, 812

JOURNEYS,

- costs of, 262, 265, 268, 653.

JUDGE,

- copies of documents for use of, 133, 347 (*add.*), 734.
- in chambers, 273. *See* CHAMBERS.
- in person, orders to be made by, 278.
- marking petition with name of, 339.
- notes of, to be produced on appeal, 734, 735.
- right of party in chambers to be heard by, 277, 278.

JUDGMENT,

- action standing for, [124].
- adding to, 168, 169.
- after trial on circuit, upon associate's certificate, [145].
- appearance after, [24], 25.
- attend proceedings under, liberty to, [280], 282.
- bespeaking, 163.
- carriage of, given to plaintiff in first action, 701. *And see* CARRIAGE OF JUDGMENT.
- chambers, order on summons in, [273].
- charge, constitutes, within Real Estates Charges Acts, 1296.
- charge upon land, operating as, 162.
- charging order, giving right to, 427.
- classification order, [281].
- conversion when effected by, 870.
- costs, for, under O. xxiv. 3, [146].
- costs of working out, 284.
- creditor's action, in, [1184—1187], 1188 *et seq.* *See* CREDITOR'S ACTION.
- damages, on inquiry as to, leave to enter, for amount to be certified, [145].
- declaration of right or fact in, 144, 145. *See* DECLARATION.
- decree, included in term, 2, 369.
- default of appearance, on, [146, 147], 148, 149. *See* DEFAULT OF APPEARANCE.

JUDGMENT—*continued*.

- default of payment of money into Court, [147].
- default of pleading, on, [146, 147], 149, 150. *See* **DEFAULT OF PLEADING**.
- defendant, when to be entered for, 133 (*add.*).
- district registry, in, 151.
- drawing up of, 163, 164.
- enforcing, 369—416. *See* **EXECUTION**.
- entry of, by registrars, 165.
 - date of, 166.
 - effect of, 166.
 - nunc pro tunc*, 166.
 - time of, 166.
- errors in, correction of, 167.
- evidence, forms of entering, in, [125—129].
- executor, against, priority of creditor obtaining, 1720, 1724. *See* **JUDGMENT CREDITOR**.
- final, 3.
 - under O. XIV. 1, [146].
- firm, against, 151.
- forms of, importance of consulting, 1.
 - general form and arrangement of, 4—6.
- frame of, generally, 4—6.
- fraud, obtained by, how set aside, 725.
- further consideration, orders on, [314, 315]. *See* **FURTHER CONSIDERATION**.
- grounds of, sometimes stated therein, 144.
- interlocutory, for detention of goods and damages, 149.
- issues, after trial of, 327, [335, 336].
- joint contractor, against one, 123.
- land when affected by, 161.
- leave to attend proceedings under, [330].
- leave to prosecute, in creditor's action, 1186.
- liberty to apply, [159], 160. *And see* **LIBERTY TO APPLY**.
- liberty to solicitor to enter up, for costs, [246].
- married woman, against, [749], 753, 754. *See* **MARRIED WOMAN**.
- minutes of, costs of settling, allowance of, 264.
 - varying, motion for, refused, [163].
 - evidence on, 134.
 - practice as to, 164, 165.
- mistakes in, correction of, 167.
- names of parties, when to be stated in, 5.
- nisi, against infant, [337].
 - order or rule, not to be granted in certain cases, 344.
- notice of, service of, 169, 283, 1250. *And see* **SERVICE**.
 - abroad, [330].
 - appeal by parties served with, 726.
 - in administration action, effect of, 1250.
 - notarial translation, of, [330].
 - order for, on infants or persons of unsound mind, [330, 331].
 - substituted, may be directed, 283.
- numbering accounts and inquiries in, 1188.
- official referee, on report of, [146].
- orders for payment of money having effect of, 161, 1656, 1720.
- orders having effect of, 161, 369, 1201, 1719, 1720.

JUDGMENT—continued.

- passing and entering, 163—168, 180, 181.
- payment by one party to another, direction for, 5, 161.
- petition, on, [336], 341.
- post-dating, 133 *add.*, 165.
- principal, against, not evidence against surety, 1785, 1786.
- principle of, not to be varied on further consideration, 160, 317.
- printed, when to be acted upon by paymaster, 165.
- proceedings under, [300—303], 282—284.
- punctuation, drawn up without regard to, 5.
- recitals in, 5.
- reference, on report of, [146].
- registration of, 161, 1656, 1720, 1721.
- report of referee, after, [148, 303].
- satisfied, right of surety to assignment of benefit of, 1782, 1792.
- sequestration, for, 392—404. *See* SEQUESTRATION.
- service of, 163, 253, 377.
- substituted, [9], 374, 375.
- setting aside, [148], 725. *See* SETTING ASIDE.
- slips or omissions, correction of, 167, 168.
- solicitor, continuance of authority of, after, 916.
- trial, at, without jury, [194].
- at, and on motion, [154].
- trial before referee, order for, [303].
- trustees, order against, registered as judgment, 958.
- powers of, how affected by, 1005, 1006.

JUDGMENT CREDITOR,

- account against, in possession, 1635, [1714], 1723.
- account of money due to, [1716, 1717].
- arrears of interest, right to, 1611.
- charge on equitable interest declared after return to writ, [1715].
- charging order, right of creditor to, [423], 426.
- has effect of judgment, 427.
- debt of, not discharged by imprisonment of debtor, 1584.
- declared entitled to a charge, [1715].
- discovery, right to, from judgment debtor, 57, 373, 431.
- equitable interests, enforcement of, against, [1712—1716], 1722, 1723.
- execution by, 1569. *See* ATTACHMENT; DEBTORS ACT.
- executor, of, priority of, 1201.
- foreclosure, right of creditor to, 1584, 1723.
- form of judgment for, against, 1646.
- not necessary party to action for, if execution not issued, 1600.
- garnishee order, right of creditor to, 431. *And see* GARNISHEE.
- incumbrances, inquiry as to, affecting land of debtor, [1712, 1713, 1714], 1722.
- interest on debt of, 1608.
- lands extended under *degit*, inquiry as to, [1712, 1717].
- leaseholds, right of, against debtor's, 1200.
- Limitations, Statute of, application of, as against, 1611.
- marshalling securities, rights of as to, 1742.
- orders having effect of judgments, 161, 369, 1201, 1656, 1719, 1720.
- priority of, 1220, 1722.

JUDGMENT CREDITOR—*continued*.

- priority of, in administration action, 1199, 1200, 1201.
- railway company, judgment against, inquiry as to surplus lands, [1716], 1722.
- where land owner claims pre-emption, [1718], 1722.
- receiver, right of judgment creditor to, 667—669, 1722, 1723.
- appointed on application of, [640].
- appointed without prejudice to prior rights, [640, 643], 650, 660, 661, [1716].
- attachment of moneys in hands of, [430], 433.
- continued until sale, [1715].
- right of creditor against receiver and owner, 656.
- when receiver wrongly appointed, course to be adopted, 656.
- redemption by, 1600, 1603, 1723.
- registration of judgment, 1720, 1721.
- priority by reason of, 1200, 1201, 1720.
- remedies of, in general, under Judgment Law Amendment Acts, 1684, 1719—1723.
- sale of lands on petition by, under 27 & 28 V. c. 112, s. 4..1684, [1712—1714], 1718.
- in action by, [1715—1717].
- where actual delivery not obtainable, [1715, 1716], 1722, 1723.
- solicitor's lien, priority of, over, 932, 933.
- tacking judgment and mortgage debts, 1598, 1758.

JUDICIAL OPINION,

- petitions for, and orders expressing, [1007, 1008], 1009.

JUDICIAL SEPARATION,

- effect of, on marriage settlement, 816, 817.
- on property of wife, 1233.

JURISDICTION,

- chambers, of Judge in, 273. *See* CHAMBERS.
- charity cases, in, 1089, 1092.
- infants, over, 843, 845.
- in personam*, 625.
- plaintiff out of, undertaking by, 456.
- service out of, 17—20. *See* SERVICE.
- vesting orders where trustee out of, [1026, 1027, 1033, 1035], 1048, 1051, 1052.

JURY,

- arrest, privilege of juryman from, 408.
- associate's certificate of verdict of, [323], 327.
- certificate after trial, [323].
- costs of trial with, 219, 227, 328.
- default at trial with, 328.
- direction for trial with, when given, 132, 324, 325.
- inspection by, 503.
- issue to be tried with, [323].
- costs of, 328.
- right to, under new practice, 324.
- judgment after trial with, [335, 336].

JURY—continued.

- Lands Clauses Act, under, costs of summoning, 2044.
- mode and place of trial under Judicature Acts, 326—328.
- notice of trial, 327.
- patent action, order for trial of, with, [554—556].
 - formerly not as of right, 556.
- process, none in future, 323.
- postponing trial with, 328.
- proceedings after trial with, 336.
- right to trial with, 130.
 - discretion of judge in Chancery Division, 130, 324.
- single judge, trial to be before, except by order, 327.
- special direction for trial of issue by, [339].
- transfer of action fit for, to Q. B. D., 698.
- trial with, to be in London or Middlesex or at assizes, 327.
- trial without, Chap. XII., 134—145. *See* TRIAL.
- venue, particular, 329, 330.
- view by, direction for, [339].

JUST ALLOWANCES. *See* ACCOUNT; ALLOWANCE.

- direction for making, not now necessary, 283, 1159.
- purchaser for value in general entitled to, 987.
- what are, as between mortgagor and mortgagee, 1638—1641.

JUSTICE OF THE PEACE,

- prohibition as, [689].

KEEPING DOWN INTEREST.

- by receiver, 637, [671], 673.
- by tenant for life, 1379, [1380], 1481, 1482, 1608, 1609, [1726].

LABELS. *See* TRADE MARK.

- counterfeit, inspection and destruction of, [536, 537].
- duty of innocent consignees as to, 543.
- imitation of, restrained, [534, 536].

LACHES. *See* DELAY; ACQUIESCENCE.

- when a defence to action for specific performance, 1845.

LANCASTER PALATINE COURT OF,

- costs of application to enforce order of, 172.
- jurisdiction of, to grant damages in lieu of injunction, 569.
- order of, made order of Court, [171].
 - practice as to enforcement of, 172.
- orders on appeal from, 172, [718, 719].
- practice on appeal, how regulated, 720, 721, 732.
- stay of proceedings in, in case of concurrent actions, 705, 706.
- transfer of action from, by order of Court of Appeal, [697], 699.
- Trustee Acts, jurisdiction under, 1050, 1051.
- writs issued in, service of, out of jurisdiction, 17.

LAND ACTION TO RECOVER. *See* RECOVERY OF LAND.**LAND CHARGES REGISTRATION AND SEARCHES ACT, 373, 404.**

- improvement expenses, charges for, not registered under, 1712.
- registration under, 1724.

LAND COMMISSIONERS,

powers of, transferred to Board of Agriculture, 1484, 1529, 2078.

LAND DRAINAGE,

terminable rent-charges, payment of, under Settled Land Acts, 1525.

LAND REGISTRY,

form of entering extract from, in orders, [128].

registration under, of charges under Agricultural Holdings Acts, 1529.

vacation of registration under, [1746].

LAND TAX,

account of, [1167].

inquiry as to stock transferred in redemption of, 806.

redeemed by mortgagee, order as to, in foreclosure action, [1624], 1639.

redemption of, under Copyhold Acts, 2079.

under L. C. C. Act, [2017], 2019.

LAND TRANSFER ACT,

order under, to alter register of title, [1745].

registration of mortgage under, 1583, 1592.

effect of, as to equitable mortgages, 1704.

LANDLORD AND TENANT,

injunction against breach of farming contract, [465, 466], 470.

issue as to custom to consume hay, &c., [335].

receiver appointed in action between, 659.

right of distress after receiver appointed, 656.

effect of Bankruptcy Act, 656, 1234.

LANDS CLAUSES CONSOLIDATION ACT, 1845, CHAP. LIII., 2005—2047.

affidavit of title and of no other claim, 2017.

in case of lands of charity, college, or corporation, 2017.

application of fund in Court under, 2015—2030.

procedure for, 2015—2017.

arbitration under, 2005—2008.

assessment of compensation by, 2005.

in respect of lands injuriously affected, 2006.

costs of, 2007, 2008.

procedure, appointment and jurisdiction of arbitrators, &c., 2006, 2007.

Arbitration Act, 1889, application of, 1415.

Artizans and Labourers' Dwellings Act, compensation under, 2006.

brokerage on dealing with funds under, how provided for, 2011, [2017, 2020, 2023].

buildings, investment in, 2024—2027.

costs of, 2040.

glebe land, erection of building on, payment to Queen Anne's bounty, [2025, 2026], 2027.

rectory house, erection of, 2026.

removing, replacing, or substituting, inquiry and directions as to, [2024].

without inquiry, advances during progress of works, [2025].

what investments sanctioned, 2026, 2027.

investment in repairs, or recouping outlay, 2026, 2027.

chambers, proceedings in, 274.

LANDS CLAUSES CONSOLIDATION ACT, 1845—continued.

- Charity Commissioners, concurrence of, when necessary, 1098, 2010, 2016.
- compensation, right to, 2006.
 - arbitration as to, 2005—2008.
 - assessment of, by Court, 2008.
- copyholds, assessment of compensation for, 2006.
 - inquiry as to fines payable in respect of, [2012].
- costs under,
 - additional fund provided, where, [2037], 2040, 2044, [2077].
 - administration, of obtaining, 2045.
 - adverse litigation, of, 2037, 2043, 2044.
 - exception as to, not inserted as of course, 2037.
 - affidavits, of, s. 80..2039.
 - apportionment of rent of houses held under one lease, of, 2046.
 - arbitration, of, 2007, 2008.
 - taxation of, 2008.
 - cannot be reviewed, 2008.
- Attorney-General, of, 2042.
- brokerage, of, on investments in, and sales of, stock, 2011, [2017, 2030, 2032].
- buildings, of investment in, 2040.
- conveyance, of, and title, ss. 82, 83..2045, 2046.
- deposit, in payment out of, under sect. 85..[2034], 2035, 2036.
- disentailing deed, of, 2041.
- Ecclesiastical Commissioners, of, 2042.
- exceptions to liability of company for, under s. 80..2039.
- fund in Court standing to credit of cause, in case of, 2042.
- incumbrance, of discharging, not payable by company, 2019, 2039, 2040.
- incumbrancers, of, on inheritance, 2041.
 - of disputes between petitioner and, 2043.
 - on life estate, 2041, 2042.
- investigation of title, of, and conveyances, not within s. 80..2038.
- investment, of, compensation for enfranchisement of copyholds, and railway money, of, [2077].
 - government or real securities, in, s. 80..2039.
 - money paid into Court, of, [196], 1526.
 - moneys paid in by different companies, of, in one purchase, [2038]. 2044.
- jury, of summoning, to assess value, 2044.
- land tax, of redemption or purchase of, 2019.
- leaseholds, of successive sales of fund representing, 2043.
- orders for payment of dividends, of, s. 80..2039.
 - where orders necessitated by transmission of interest, 2042, 2043.
- outstanding legal estate, of getting in, 2045.
- payment out, of, under s. 80..2028.
 - after abortive petitions, 2043.
- purchase, of, under s. 80, what included, 2039.
- Queen Anne's Bounty, of Governors of, 2040.
- refusal to receive money or to convey, in cases of, 2039.
 - to take whole of property, in case of, 2010.
- reinvestment, of, to be borne rateably by several companies, [2038].
 - generally, under s. 80, what are, 2040.
 - unsuccessful attempts, of, 2040.

LANDS CLAUSES CONSOLIDATION ACT, 1845—*continued*.costs, under—*continued*.reinvestment, of—*continued*.

under special Acts, 2046, 2047.

“upon approval and execution of conveyance,” 2037.

where contract contains provision as to costs, 2038.

remainderman, of, under s. 74..2032.

under s. 80..2041.

repeated applications for re-investment, of, 2042, 2043.

resettlement by person absolutely entitled, of, 2043.

several petitions, of, where land taken by one company, 2043.

share of fund, of payment out of, 2041.

Solicitors' Remuneration Act, 1881, according to scale under, 2040.

Special Acts, under, 2042, 2046, 2047.

successive sales, of, for purpose of distribution, 2043.

summons, costs allowed not exceeding such as would have been incurred on, [2031], 2039 (*add.*).

surveyor's fee on reinvestment, 2040.

taxation of, under s. 80, usual form, [2036].

order of course for, [233, 2044], 2045.

the like on change of incumbent entitled to dividends, [2037].

where land taken is the subject of an administration action, 2037.

where part only of purchase-money provided out of fund, [2037], 2040, 2044.

temporary investments, of, 2014, 2015, 2039.

tender of 30s. to persons not affected, 2016, 2036, 2041.

title, of deduction and verification of, 2045.

what costs included, 2045, 2046.

Trustee Acts, of orders under, 2045.

trustees, of, 2041.

unnecessary service or appearance, of, 2041, 2042.

vendor, of, under, ss. 85, 87..2035.

vesting order, of, 1056.

wilful neglect to make out good title, of, 2039.

damage committed under statutory powers, inquiry as to, [2006], 2008.

deposit, on entry by company before purchase under ss. 85—87..2033—2036.

Board of Trade, appointment of surveyor by, 2035.

bond, form of, and performance of condition, 2036.

construction and effect of s. 85..2034—2036.

costs of landowner when payable out of, 2035.

interest, at what rate payable by company, 2034, 2036.

payment of, to landowner's representatives, company to pay interest, [2033].

payment of compensation, with interest, out of, [2034], 2036.

payment out of, of interest on judgment against company and costs, [2034].

purchase-money, payment of, where condition of bond not performed, 2036.

repayment to company or their nominee, [2033], 2035, 2036.

if to nominee petition to be sealed, 2033.

to Metropolitan Board of Works, 2036.

disentailing deed, necessary on payment out, 2028.

dividends, payment of, 2014, 2015.

costs of order for, 2039.

LANDS CLAUSES CONSOLIDATION ACT, 1845—*continued*.

- consent, interference with, 2035.
- ecclesiastical property, application of purchase-money of, 2032.
- enfranchisement of copyholds under, [2023].
- house or other building or manufactory, whole of, to be taken (s. 92), [2008], 2009, 2010.
- counter notice under s. 92..2010.
- deposit under s. 85...2035.
- "house," what is, 2009.
- "manufactory," what is, 2009, 2010.
- "taking a part," what is, 2009, 2010.
- injunction against, [586], 604.
- "willing and able to convey," 2010.
- improvements, expenditure in, when treated as re-investment in land, 2026, 2027.
- incorporation of, in special Acts, 2046.
- incumbent, payment of dividends to, and his successors, [2010, 2011].
- incumbrance, discharge of, out of compensation money, [2018].
 - where incumbrance equitable, [2018].
- corporation, on land taken from, 2019.
- beneficial lease, on, bought up, 2019.
- costs of, 2033, 2040.
- inquiry whether for benefit of person interested, 2018.
- re-investment in purchase of registered land, on, [2023].
- infant, conversion of estate of, 870.
- guardian *ad litem* to, appearing on petition, 2016.
- guardian appointed for purpose of selling and conveying estate of, [2010].
- not made ward of Court by payment into Court, 843.
- purchase-money of lands of, when personalty, 870.
- injunction against undue exercise of powers under, [596], 596, 597, 603—605.
- injuriously affecting lands, compensation for, 2005, 2006.
- interim investment of compensation money, ss. 69, 70, 73..2011—2015.
 - apportionment of dividends, 2015.
 - of purchase-money, where title to part doubtful, 2015.
- brokerage on, how provided for, 2011, [2017].
- costs of, 2039.
- dividends, payment of, 2014, 2015.
- further orders for, when made on summons, 2015.
- orders for, incumbent, interest paid to (s. 70), [2011].
 - part compensation paid to, and investment of residue (ss. 70, 73), [2012].
- investment in real securities, s. 70, [2011].
- tenant for life, interest paid to, s. 70, [2011], 2014, 2015.
 - inquiry as to compensation to, for injury (s. 73), [2012].
 - inquiries as to royalties and fines, compensation for temporary occupation and injury, (ss. 69—73), 2012.
- service of petition or summons for, 2014.
- what investments allowed by Court, 201, 2014.
- land tax, purchase or redemption of, out of compensation money, [2017], 2019.
- costs payable by company on, 2019, 2039.
- transfer of fund for, how to be made, 2018.

LANDS CLAUSES CONSOLIDATION ACT, 1845—continued.

- lease, estates in, tenant for life and remainderman, s. 74..2030—2033.
 - interest less than rent, annual sum equal to rent provided by means of interest and periodical sales of corpus, [2031].
 - mode of apportionment in such cases, 2031, 2032.
 - purchase of Government annuity for life of tenant for life, 2031, 2032.
 - payment out of interest of annual sum equal to rent and investment of residue, 2031.
 - accumulation of residue of rent with liberty to apply, 2032.
 - the like, as to ecclesiastical leases, 2032, 2033.
 - purchase-money apportioned and paid by way of annuity, [2030].
 - renewable leaseholds, application of compensation for, 2032, 2033.
- lessee's interest, compensation for, 2033.
- military purposes, land taken for, 2083.
- minerals, compensation for, 2006.
- notice to treat, conversion not effected by, 870.
 - proceedings under, injunction against, 593, 596.
 - specific performance of, 1835, 1842.
 - subsequent proceedings grounded upon, 2007.
- payment into Court under s. 69..2013.
 - constructive reconversion into land by, 2029.
 - sums under £200, of, s. 71..2013.
 - title of account, S. C. F. Rules, 1886, r. 39..182, 2013.
- payment out of Court under, [2027], 2028, 2029.
 - charities, to trustees of, 2028.
 - copyholders, to, in respect of common lands, 2028, 2029.
 - corporation, to, 2029.
 - costs of, 2040, 2041.
 - married woman, to, or dowrees, 2028.
 - minerals, of money paid in respect of, 2029.
 - mortgagees in possession, to, 2028, 2029.
 - option of purchase, to person having, 1434.
 - order for, to person absolutely entitled, [2027], 2028.
 - to copyholders in respect of common lands, 2027, 2029.
 - to trustees, as so entitled, 1111, 1112.
 - separate account, transfer to, 2029.
 - Settled Land Acts, under provisions of, 2028.
 - share of fund, of, 2028.
 - tenant in tail, to, 2028.
 - trustees, to, as persons absolutely entitled, 1111, 1112, 2028.
 - waterworks company, to, 2029.
- petitions under, 2014, 2028.
- reinvestment in land, ss. 69, 70..2019—2027.
 - copyholds, purchase-money of, applied in enfranchising other copyholds, [2023].
 - costs of, 2040.
 - deficiency in purchase-money supplied by petitioner, [2020, 2077].
 - equity of redemption, purchase of, not sanctioned, 2024.
 - freeholds, proceeds of, in leasehold or copyhold, 2020, 2024.
 - inquiry as to title dispensed with, 2020.
 - whether good holding title can be made, 2020.
 - interest of residue paid to tenant for life, 2019.

LANDS CLAUSES CONSOLIDATION ACT, 1845—continued.**reinvestment in land—continued.**

- land registered under Land Transfer Act, in, subject to registered charge, [2022].
- leaseholds, proceeds of, invested in freeholds, copyholds, or reversion of other leaseholds, 2020, 2024.
- one estate, in, of funds belonging to distinct charities, apportionment, [2022].
- part of purchase-money provided out of fund standing to another credit, [2021, 2077].
- two estates, in, where deficiency supplied by petitioner, [2020].
- Universities Estates Acts, under, 2027.
- remaindermen, costs of, 2032, 2041.
- service of petition on, when necessary, 2016, 2026, 2032, 2040.
- renewable leaseholds, application of purchase-money of, as between tenant for life and remainderman, 2032, 2033.
- specific performance of agreements under, 1835, 1842.
- stamp duty, *ad valorem*, apportionment of, [2021], 2044.
- summons at chambers, orders under, when made on, 274, 2015, 2028.
- seal of company, affixing to, 274.
- superfluous lands, 608, 609.
- judgment against, inquiries as to, [1718], 1722.
- where landowner claims pre-emption, [1718], 1722.
- tenant for life—**
 - compensation to, for injury, *ss.* 69, 70, 73.. [2012], 2013, 2014.
 - extra costs, allowance of, to, 2014.
 - payment in of compensation by, 2013.
 - payment of dividends to, interim investment, [2011], 2014, 2015.
 - remainderman and, adjustment of rights of, 2030—2033.
 - repayment to, of sums expended in permanent improvements, *s.* 69.. [2026], 2027.
 - sums under £20 payable to, 2013.
 - title, affidavit of, under, 2017.
 - trustees, service on, when necessary, 2041.
 - vendor's lien, not affected by payment of deposit under *s.* 85.. 2035.
 - whole of premises, company bound to purchase, [2008], 2009, 2010, 2035.

LAPSE, 1369, 1387. See WILL.

- bequest to make good debts unpaid, of, 1252.
- class, gift to, 1324.
- Crown, to, [1384—1386], 1387.
- devise or legacy, of, declaration, of, [1344, 1384, 1386].

LAW OFFICER,

- functions of, as to patents and trade marks, 1981—1983.
- order of, as to costs, [1980].

LAW OF PROPERTY AND TRUSTEE RELIEF AMENDMENT ACTS

- (22 & 23 V. c. 35 ; 23 & 24 V. c. 38),
- appeal from order under, 1009.
- application under, mode of, and by whom, 1007, 1009.
- judicial opinion under, as to investments, [1008].
- as to accepting offer of repurchase, [1008].
- in chambers, as to enforcing covenants, [1008].
- as to compromise, [1008].

LAW OF PROPERTY AND TRUSTEE RELIEF AMENDMENT ACTS—*continued*.

service of petition under, 1009.

what questions under, are proper, 1009, 1010.

LAW REPORTS,

copyright in, 581.

LEASE,

agreement for, specific performance of, 1834, [1886—1890], 1891—1893.

See SPECIFIC PERFORMANCE.

assignment of, directed, [1867].

not treated as voluntary, 1960.

breach of covenant in, relief against, 1893.

charity, by, 1115, 1121. *See CHARITY.*

inquiry as to leases of lands of, [1083, 1085], 1117.

renewal of leases by, when allowed, 1121.

setting aside leases by, [1117—1119], 1120, 1121.

Conveyancing Acts, provisions of, as to forfeiture, 1976, 1977.

counterpart to be deposited in Court, [874, 875].

declaration as to terms of, [1886, 1887], 1891.

depository of, not liable on covenants, 1705.

disclaimer of, by trustee in bankruptcy, 1893.

ecclesiastical, [1491, 1492], 1494. *See CHARITY; ECCLESIASTICAL LEASES.*

executor's right to indemnity in respect of, 1255, [1261, 1262], 1283, 1284.

forfeiture of, 1976—1978.

Crown lease, relief against, 349.

indemnity on assignment of, 1815, [1867], 1873.

infant, by, under 1 Will. 4, c. 65, [873—875], 876, 877. *See INFANT.*

infant's property, of, [861], 866, 867.

inquiries as to granting of, and liabilities under, [1309, 1310].

in partition action, [1565].

in specific performance action, whether proper lease tendered, [1889].

lessor's title, cannot be required on purchase of, 1893.

lien of intending lessee for expenditure, 1890.

minerals, of, 501.

costs of, 267.

right of lessee to work mines, 501.

specific performance of agreement for, [1886], 1891.

vesting powers to grant, [1489].

mortgagee, validity of, as against, 1629, 1631, 1633, 1891.

mortgagor in possession, by, 1631, 1632.

mutual leases, enforcement of agreement for, [1886].

notice of covenants in, 1857, 1891.

option to extend term of, [1889].

partners, by, indemnity of deceased partner against covenants, [1815].

persons under disability, by, under 1 Will. 4, c. 65.. [873—875], 876, 877.

power, in fraud of, account by lessee, 987.

power of granting, 1480.

power, under, covenant for renewal of, 1891.

receiver, by, 675.

rectification of, on election of defendant, in case of mistake, [1912].

LEASE—continued.

- renewal of, 1487, 1493.
- leases in settlement, inquiries and orders as to, [1475, 1496], 1487, 1493.
- receiver to pay off advances for, [673].
- trustee, by, in own name, 982, 987.
- reversion, leave to purchase, from Ecclesiastical Commissioners, 1494.
- Settled Estates Act, under, 1502.
- Settled Land Acts, under provisions of, 1514—1519, 1891.
- tenant for life, by, under power, 1480,
- trustee directed to execute, [1000].
- "usual covenants," what are, 1892.

LEASEHOLDS,

- appointment of new trustees of, 1077.
- assignment of, without licence, 470, 471.
- compensation for, under L. C. C. Act, application of, 2030—2033. *See* LANDS CLAUSES CONSOLIDATION ACT.
- compensation to tenant for life of, on purchase of reversion, [1455].
- conversion of, 1417.
- foreclosure of, [1644], 1651, 1657.
- felony of mortgagor, subsequent to, [1579], 1585, 1586.
- inquiry as to, [1242].
- as to future management of, [1496].
- investment in, by trustees, what proper, 975.
- judgments, effect of, on, 1719, 1722.
- mortgagee of, bound to perform covenants, 1633.
- equitable mortgagee not bound, 1705.
- notice of covenants to purchaser of, 1857.
- partition of, 1550, 1555, 1556.
- reversion, purchase of, under Settled Land Acts, 1525.
- sale of, in administration action, [1241].
- indemnity on, [1367], 1873.
- under Settled Estates Act, 1502.
- specifically bequeathed, executor to assign, [1363].
- Trustee Acts, application of, 1049.
- vesting order of, jurisdiction to make, 1049, 1077.
- specific performance action, in, person appointed to assign, [1059].
- vesting, in equitable mortgagee, [1067].

LEASES AND SALES OF SETTLED ESTATES ACTS. *See* SETTLED ESTATES ACT.**LEAVE OF COURT. *See* LIBERTY.**

- discovery, for, 57, 58.

LEAVE TO DEFEND, [23, 24], 25.**LECTURE,**

- copyright in, 581.

LEGACY. *And see* DEVISE.

- abatement of, [1331—1333].
- annuities and legacies to abate proportionately, [1333].
- charitable legacies, of, [1132], 1147.

LEGACY—*continued.*abatement of—*continued.*

deficiency certain, in case of, [1381].

uncertain, alternative order, [1381].

having regard to payments on account, [1381, 1382].

payments on account of, 4 p. c. on, attributed to capital, 1384.

residuary legatees, amongst, [1237].

where some legacies demonstrative, [1304].

account of, [1237, 1245].

accounts, right of legatee to inspection of, 1252.

accumulation, 39 & 40 Geo. 3, c. 98, declaration when gift void under, [1348].

surplus income divided between widow and Crown, [1385].

action by legatee against debtor to estate, 1320.

ademption of, by advances, [1347], 1351, 1352.

admission of assets for, [1244], 1253, 1254.

advances by testator, inquiry as to, [1243, 1244].

bringing, into hotchpot, [1259], 1265, 1347, 1352.

after-acquired property, passing under gift, 1367.

alienation, with restraint on, 1355.

annuity, priority between, and legacy, 1351, [1382].

annuity charged on land has no priority, 1351. *See* ANNUITY.

appointment, will declared effectual, and to make fund general personalty, [1345].

apportionment of, between pure and impure personalty, [1289].

appropriation of assets to satisfy, 1255, 1256, 1267, 1397.

assent of executor to, 1253—1255.

assets, right of legatee to sue for, 1320.

assignee of, action by, 1255.

attesting witnesses, to, 1353.

charge of, on realty, 1350, 1351.

charged on land, action by legatee, 1241, 1249.

charging order on interest of legatee, 429.

charitable, declarations as to, [1124, 1133, 1134, 1344].

apportioned between pure and impure personalty, [1126, 1130], 1133, 1134, 1147.

what property may be the subject of, 1144, 1145. *See* CHARITY.

children, to, 1325, 1326, 1344.

interest on, given from death, 1264.

class, gift to, 1324.

class when ascertained, 1324, 1326, 1328.

declaration of person meant, [1344].

parol evidence, as to the circumstances, 1325.

conditional, [1350], 1354, 1355.

condition against alienation, effect of, 1355.

ignorance of condition in general no excuse for non-compliance, 1354.

contingent, sum set apart for, [1411]. *And see* ADMINISTRATION.

deferred, interim income of, passes as residue, 1265.

costs of legatees in administration action, where assets deficient, 1265, 1266.

of severing, borne by residue, 1267.

scus, when severed, 1267.

solicitor and client costs, when allowed, 1266.

creditor of testator, to, 1352.

LEGACY—*continued*.

- Crown, legacy lapsing to, [1384—1386], 1387, 1388.
- cumulative or substantial, 1351.
- debt, legacy of, 1367.
 - satisfaction of, by legacy, 1352.
- debt and legacy, election between, 1346.
- declarations as to, forms of, [1344, 1345].
 - bequest not specific, but subject to payment of legacies, [1346].
- demonstrative,
 - abatement of, payment of residue out of general estate, [1364], 1367.
 - application of, for payment of debts, 1407.
 - carries interest only from end of year, 1264.
 - declared not adeemed, [1364].
 - what legacies are, 1366.
- disclaimer of trustee, heir declared trustee, [1350].
- dividends or income passing by gift, 1367, 1368.
- domicile, as affected by, 1336—1339. *See* DOMICILE.
- donatio mortis causa*, declaration of, [1365].
- dower, election between, and legacy, [1301].
 - legacy in lieu of, priority of, 1351.
- duty, deduction of, abatement, [1364], 1377, [1381]. *And see* LEGACY DUTY.
- "effects," gift of, 1367.
- ejusdem generis* rule, declaration of partial intestacy, [1346].
- election as to taking, 1339—1344. *See* ELECTION.
- "executor," meaning of, 1327.
- executor, implied condition that executor prove will, 1353.
 - no right of retainer as to, 1287.
 - to, 1353, 1354.
- exoneration of mortgage debt, [1288—1290]. *See* EXONERATION.
- "family," meaning of, 1326.
- forfeiture of, declared, [1350].
- heirlooms, bequest of, inventory, 1362, 1370. *See* HEIRLOOMS.
- executory trust of, [1363], 1370.
 - possession of, by tenant for life, directed, [1403].
 - settlement of, to go with realty, 1370.
- "heirs" and assigns, gift of personalty to, 1326.
- hotchpot, advances brought into, [193, 194, 1259], 1265, 1347, 1352.
- illegal obligation, declared free from, [1345].
- increase of value of investments, right to benefit of, 1255 (*add.*).
- infant, of,
 - account of, [1245].
 - carrying over of, does not make infant ward of Court, 843.
 - invested, [1258].
- inquiry whether paid, [1245].
- interest on, computed, [1257], 1264.
 - liability of executor for, 1254.
 - when given from death, 1264, 1265.
- lapse, failing by, 1369.
 - Crown entitled, [1384—1386], 1387.
- lapsed, declared divisible amongst next of kin, [1344].
 - Crown declared entitled to, [1364, 1365].
 - dissolved charity, legacy to, declared lapsed, [1344].

LEGACY—*continued.*

- Limitations, Statute of, operation of, 1256, 1397.
 - interest on legacies, as to, 1265.
 - legacies charged on land, as to, 1256.
- maintenance, when carrying interest by way of, 1264.
- married woman testatrix, by, by way of appointment, bears interest, 1264.
- married woman, of, paying and carrying over, [1244].
- marshalling assets in favour of legatees, 1398 *seq.* See MARSHALLING.
- mixed residue, gift of, charge of legacies on realty, 1351.
- "money," gift of, 1367.
- mortgaged estate, of, redemption action by legatee, 1603.
- mortgaged estate, right of legatee to go against, 1293.
- "next of kin," 1327, 1328.
 - declared entitled to legacy, [1345].
 - gift to, after life interest, 1328.
- onerous legacy, legatee not to accept part only, [1363], 1366.
- outstanding assets, when legatee may sue for, 1320.
- payment of, directions for, [180, 1258].
 - anticipated, where clear surplus, 1233.
 - into Court, [1245].
 - right to, or judgment, 1247.
 - or carrying over of, of married woman or infant, [1244, 1258].
 - where abatement necessary, [1264].
 - where assets admitted, [1244], 1253, 1254.
- presumption of death of legatee, [1323, 1346].
- realty, charge on, 1350, 1351.
- redemption action by legatees, 1603.
- refunding in favour of creditors, [1393—1395], 1396, 1397.
 - as between legatees, next of kin, &c., 1397, 1398.
- "relatives," to, 1328.
- remoteness, void for, declared, [1247].
 - charged on realty, [1348].
 - consequent inquiries, [1348].
 - election, where gift is, 1343.
 - what gifts are void for, 1355, 1356.
- rents, account of, at suit of legatee, 1351.
- "representatives," legacy to, 1327.
- residuary legatee, indemnity to, against calls, [1293].
 - inquiry as to death, domicile, and next of kin, [1330].
 - liability of, to refund, 1397, 1398.
- residue,
 - declared distributable under statute, [1345].
 - division and payment of, [1258].
 - gift of, failing, goes to next of kin, 1328.
 - payment of costs out of, 1266, 1267.
 - share fallen into, declaration as to, [1349].
 - shares of, deemed, [1347].
 - what is, 1266.
- satisfaction of, by advances or settlement, 1351, 1352.
- satisfaction of covenant by, [1346], 1352.
- "securities for money," gift of, 1367.
- separate account, carrying legacy to, 1255, [1258], 1267.

References to the Forms are printed thus [456].

LEGACY—continued.

- set-off between debt and legacy, [1388], 1389.
 - by executor, 1389.
 - by heir, 1389.
- settled, cannot be attached, though settlement impeachable, 432, 433.
 - order to deposit bonds in payment of, 1245.
- settlement of, directed, 1447.
- severance of, from general estate, effect of, 994, 1255, 1256, 1267, 1397.
- "shares," gift of, 1367.
- single legatee, action by, 1252.
- specific,—
 - ademption of, [1364].
 - application of, in payment of debts, 1407.
 - appropriation of, assent to, 1253—1257.
 - bonus, specific legatee entitled to, 1367.
 - business, of, inquiry as to, [1360].
 - charges, incidence of, 1368.
 - right of legatee to exoneration, 1368.
 - contribution by legatee of, to debts, [1357, 1358], 1369.
 - interest chargeable, 1369.
 - payment in of contributions or sale in default, [1359].
 - with specific devisees, [1359].
 - costs of getting in, 1267.
 - delivery of, direction for, [1263, 1361, 1362].
 - devise, inquiry whether accepted, [1361].
 - distinguishing effects first liable, and sale by executors, [1269].
 - dividends from death passing by, 1264.
 - executor, power of, to sell or mortgage, 1296.
 - heirlooms, of, [1362, 1363].
 - income of, apportionable under Act of 1870..1367, 1369.
 - inquiries as to, [1275, 1357—1365].
 - as to proportion of contribution by, [1357].
 - inventory of specific effects or heirlooms, 1362, 1370.
 - leaseholds bequeathed for life, sold as *damnosa hereditas*, 1366.
 - leases, of, fines on, how payable, 1368.
 - legatee not entitled to accept part only, [1363].
 - plate, jewels, &c., inquiry as to, [1361].
 - residue, exonerated by, from debt, [1269].
 - sale or mortgage of, to raise deficiency, [1357, 1359].
 - savings of *feme covert*, priority of debts, 1365.
 - stock, of, inquiry what meant, [1361].
 - purchase of amount, 1365.
 - tenant for life, right to income in specie, 1417. *And see* TENANT FOR LIFE.
 - delivery of specific effects to, [1476].
 - valuation of, [1357—1359].
 - what gifts are, 1365.
- substitutional or cumulative, 1351.
- tenant in common, declaration of rights of, [1349].
- uncertainty, gift void for, 1369.
- vesting, subject to partial divesting, [1347].
- waiver of, declaration as to, [1344].
- widow, to, does not necessarily carry interest, 1264.
 - liable to abatement, 1384.

LEGACY DUTY, 204—207.

Acts relating to, 204.

strictly construed, 205.

allowance by testator for carrying on business, 995.

annuity included in "legacy," 1376.

bequest to make good debts unpaid in bankruptcy, 1252.

carrying over, subject to, 198, 210.

certificate of amount of, to be produced, 204.

chambers, application in, under Act, 274.

Chancery Fund Rules as to, 204.

charitable legacies, on, 1093, 1094.

"clear" annuity, 1377.

deduction of, from legacy, [1244].

where legacies to abate, [1364, 1381, 1382].

domicile, personal assets of person domiciled abroad, not chargeable, 205.

leaseholds chargeable, 206.

evidence of payment of, 204, 205.

where payment directed to legal personal representatives, 205.

executors, &c., duty of, to provide for, 206.

exemption from, 205.

illegitimate children, rate of payment by, 205.

infant's legacy, payment in of, under 36 Geo. 3, c. 52., 843.

inquiry as to trust funds subject to, [956].

leaseholds, on, 206.

legacies duty free, 205, 206, [1382].

payment of, ordered, [190, 1242].

payment subject to, [190].

out of dividends ordered to be paid into Court, [1010].

professional expenses, allowance to solicitor-trustee for, 998.

providing for, out of funds in Court, [190].

questions as to, how determined, 205.

real estate to be sold, on, 205.

receipt for, in order, form of entering, [126].

subject to, transfer or payment, [190].

carrying over fund subject to, 210.

title of account where fund subject to, 198.

transfer of, to proper account at bank, 199.

LEGACY DUTY ACTS, 204.

payment in under, does not make infant ward of Court, 843.

stock of infant dealt with under, [859].

LEGAL ESTATE,

injunction against dealing with, 621, 623.

inquiry as to, [1497].

notice to person obtaining, 1747, 1756 (*add.*).

outstanding, foreclosure judgment, where, [1644].

passing by declaration, 1916.

by indorsement on deed, 1441.

priority by possession of, 961, 1756 (*add.*).

LEGAL PERSONAL REPRESENTATIVE. See EXECUTOR; REPRESENTATIVE.

payment to, [193].

proceedings in absence of, [107], 108, 109.

LEGAL PERSONAL REPRESENTATIVE—continued.

redemption action by, 1603.

solicitor, of, taxation by or against, [252—255].

LEGAL PRACTITIONERS ACT, 1875 (38 & 39 V. c. 79), 235.**LEGAL RIGHT,**

injunction in aid of, 459.

LEGATEE. See LEGACY.**LESSEE. See LEASE.****LETTERS,**

agreement implied from, pleading, 1839.

copyright in, 581, 585.

declaration as to binding agreement by, [1867].

entering, in judgment, 143.

evidence of, press copy admitted as, 136.

injunction against publishing, [582, 583], 585.

against opening, [584], 585.

inspection of private, on undertaking, [52].

jurisdiction to restrain libel by, [582, 583], 585.

right of property in, 586.

threatening, contempt of Court by, 406—408.

without prejudice, reading, 219, 1270 (*add.*).**LEVEL CROSSING,**

injunction against obstructing way over, [506], 508.

LEX FORI, LEX LOCI, 626, 1329—1339. See DOMICILE.**LIABILITY,**

declaration of, [974, 985].

LIBEL, 586, 587.

discovery in action of, 74.

future, injunction against, reluctantly granted, 586.

injunction against, [586].

interlocutory injunction to restrain, not in general granted, 586.

jurisdiction to restrain, enlarged by Jud. Acts, 457, 458, 586.

trade, injurious to, restrained by injunction, 586.

LIBERTY,

accept composition, to, [1318].

action, to bring, against stranger in possession in name of devisee, 124.

adopt proceedings, to, [1153].

amend to, on appeal, 736.

on terms as to costs, [720].

amend, to, on consolidation, [41].

appeal, to, when necessary, 721, 723, 727, 732.

attend proceedings, to, 169, [701].

bid at sale, to, [288], 295, [640].

bill of costs, to bring in additional, [243].

composition, to accept, [1318].

costs, to add, to claim, 700.

LIBERTY—*continued*.

- executor, to, to defend action, with indemnity, [1280].
- probate duty, to obtain return of, [1228].
- proposals for sale or purchase, to make, [1305].
- propose security for retransfer of stock, to, [1281].
- prosecute fraudulent trustee, to, [989].
- prosecute proposals for exchange before Inclosure Commissioners, to, [1305].
- prove claim against assets, to, [700], 706.
- prove in bankruptcy, to, [982].
 - but not so as to disturb dividends declared, [1276].
- purchase, to propose, [1445].
- receiver, to, to bring action, [670].
- receiver, to pursue remedies, notwithstanding possession of, [674 (*add.*)].
- retainer, to dispute, [233].
- retiring trustees, to, to appoint new trustees, [974 (*add.*)].
- use evidence in other actions, to, [702, 703].

LIBERTY TO APPLY, [159], 160.

- beneficiaries, to, after death of tenant for life, [974 (*add.*)].
- chambers, in, as to costs, [1490, 1542, 1627], 1867, 1868.
 - advancement to child, for, out of settled property, 798.
 - balance due in account against agent, as to, [1168].
 - bond, as to putting, in suit, 1953.
 - buildings, as to pulling down, 488.
 - business, as to sale of, as going concern, [1813].
 - interest, for account of, [1814].
 - memorial of registration of deed set aside, as to, 1922.
 - patent action, to settle particulars in, 558.
 - payments by receiver and manager, as to, [640].
 - receiver, to carry order for, into effect, [645].
 - sale, for, in partition action, [1533—1541].
 - surety, to, on failure to obtain contribution from co-surety, [1776].
- implied, when, 160.
- indemnity, as to giving effect to, [1965, 1966].
- infant's estate, as to conversion of, [865].
- injunction, for, in pursuance of declaration of right, [514].
- parties, to be made, [556].
- sale moneys, as to application of, [1702, 1715, 1717].
- sale or enfranchisement of trust premises, as to, [1443].
- sums paid into Court, in respect of, [1424].
- usual directions for, [159], 160.

LICENCE,

- action by or against licensee of patent to restrain infringement, 550, 554, 569.
- coal, to dig, whether exclusive, 1978.
- patentee, by, 1984, 2000.
- photographs, to use, verbal agreement to grant, not enforced, 1900.

LIEN,

- account of money due by virtue of, [1706, 1707].
- agent for sale, of, for amount of his acceptances, 1974.
- bankers', extent of, 1711, 1712.
- judgment establishing, [1708].

LIEN—continued.

- brokers', extent of, 1711, 1712.
- judgment establishing, 1708.
- marshalling securities to enforce factor's charges against broker, 1742.
- company, of, on shares, 1712.
- right of shareholder to require transfer of, 1604 (*add.*), [1708] (*add.*).
- consignee of goods, of, [1971], 1972, 1973.
- consignee of West Indian property, of, 684, 685.
- declaration of, for expenditure on land, with rights of redemption and foreclosure, [1707], 1710.
- on policy of assurance, [1708].
- on reversion, [1708].
- on share in partnership, [1838].
- deeds, delivery of, without prejudice to lien, [1443].
- derivative, enforcement of, [1707].
- enforcement of, by foreclosure or sale, 1706.
- equitable assignment operating as, 1709, 1710.
- equitable mortgage, in nature of, [1706—1708], 1709—1712.
- executor, of, carrying on business of testator, 1315.
- foreclosure and redemption of property subject to, judgment for, [1706, 1707].
- how created, 1709, 1710.
- intending lessee's, for moneys expended, 1890.
- mortgage or sale, enforced by, [1708].
- partnership, on share of, 1710, 1820, [1838].
- policy, lien on, by letter, declared, [1708].
- on, for premiums paid, 1609, 1710.
- premiums, for, paid by tenant for life, or trustees, 1297.
- Public Health Act, under, for improvement expenses, [1708, 1709], 1712.
- purchaser's, for deposit and costs, 1710, [1868], 1874.
- for amount of compensation, 1879.
- sale of estate subject to, 1207, 1208.
- shares, on, right of shareholder to require transfer of, 1604 (*add.*), [1708] (*add.*).
- solicitor's, on papers and documents, 919—926. *See SOLICITOR.*
- on property recovered or preserved, 927—935. *See SOLICITOR.*
- sub-charge of, by agreement, [1707].
- subrogation, by principle of, 1710, 1711. *See SUBROGATION.*
- trust-moneys, on property bought with, 965, 966.
- trustee, of, for expenses and payments, 994, 995, 1297, 1711.
- vendor's, for unpaid purchase-money, 1710, 1711, 1904, 1905.
- against railway company, 1711.
- declaration of, supplied on petition, 1905.
- enforcement of, [1901—1904, 1905].
- in partnership action, 1820.
- how lost or discharged, 1710, 1711.
- not confined to land, 1905.
- register county, on land in, 1711.

LIFE ASSURANCE COMPANIES ACTS,
deposits under, 2063.

LIFE INSURANCE. *See POLICY.*

LIFE TENANT. *See TENANT FOR LIFE.*

LIGHT, [487—491], 491—495.

abandonment of right to, 495.

acquisition of right to, 493, 494.

"actio personalis moritur cum persona" not applicable to action for injunction in respect of, 104, 462, 493.

air, 493.

angle of incidence, [487], 492.

arbitrator to decide whether order as to, complied with, [489].

architect, reference to, as special referee, 490.

damages by obstruction of, inquiry as to, [490], 492.

order for payment of, assessed at trial, [490].

evidence in support of action for injunction as to, 493.

expert nominated to inspect alleged obstruction, [91], 493.

form of reference to, [491].

implied grant of right to, 494.

injunction against infringement of, [487—490].

interlocutory, 459, [487].

mandatory, [488, 489], 492, 493.

operation of, suspended, [488, 489].

perpetual, [487].

report, by reference to, [487].

right to, 491.

terms of order for, 489 (*add*).

trial of action for, by jury, not ordered, 324.

word "air" not to be introduced, 487, 493.

inspection by judge, not deemed advisable, 493.

Metropolis Local Management Act, under, 492.

Prescription Act, acquisition of right to light under, 493, 494.

interruption during twentieth year, right to injunction, 494 (*add*).

pulling down buildings, liberty to apply as to, [488].

jurisdiction to order, at trial, 492.

quantum of, to which grantees entitled, 494 (*add*).**LIMITATIONS, STATUTES OF,**

absence beyond seas, effect of, 1223, 1606.

account, right to, when barred by, 981, 982, 1165, 1223, 1257.

acknowledgment under, what sufficient, 1165, 1221, 1222, 1606, 1607, 1611.

by answer or affidavit, 1607.

by bankrupt, 1607.

by letter, 1606, 1607.

by mortgagee, 1607.

by persons jointly interested, 1606.

by trustee, 1607.

administration, grant to creditor when statute-barred, 1224.

right of next of kin to, when barred, 1256.

agent when disentitled to benefit of, 981, 1165.

amendment not allowed where claim barred by, 39.

annuity, right to arrears of, when barred by, 980, 1166, 1378, 1761.

arrears of rent or interest, 980, 1220, 1221, 1223, 1610, 1611.

bond debt, application of statutes to, 1221, 1605, 1610.

breach of trust, application of statutes in cases of, 969, 980, 981.

charity leases, application of statutes to, 1120.

cheque or promissory note, action on, 1222.

LIMITATIONS, STATUTES OF—*continued.*

- colonies, land in, not affected by, 1221.
- concealed fraud, when time runs in cases of, 1222, 1223.
- constructive trust, application to, 1256.
- covenant, action on, when barred by, 1220, 1221, 1605.
 - for payment in mortgage, action under, 1605.
- creditor's action, pendency of, effect of, 1224.
- Crown, application of statutes to, 350.
- debt, when barred by, 1165, 1221.
 - charged on real estate, 1220, 1225.
 - defence of, 1224.
- devastavit*, action for, 1223, 1224.
- director of company, breach of trust by, 969, 981.
- disallowance of claim barred by, 1224.
- dower, right to arrears of, 808, 1221.
- equity follows analogy of, 1223.
- executor or administrator, action by, 1223, 1224.
- executor, right of, to pay or retain debt barred by, 1224.
 - when available in favour of, 780, 1223, 1224.
- express trusts, application of statutes to, 980, 981, 1221, 1256, 1257, 1378, 1635.
- fiduciary relation, where there is, between parties, 1165, 1225.
- foreclosure, right of action, when barred, 1605, 1606.
- fraud, debt incurred by, 1222, 1223.
- husband, when available by, 755, 776.
- implied trusts, effect of statutes as to, 980, 1256.
- improvement expenses, charge for, under Public Health Act, 1605, 1712.
- infants, how far binding on, 868.
- interest, payment of, effect of statutes as to, 1221, 1257.
 - by beneficiaries, 1224.
 - devisee or executor, 1221.
 - mortgagor, 1221.
 - persons jointly interested, 1221.
 - receiver, 1221.
 - stranger, 1221, 1607.
 - tenant for life, 1221, 1606.
 - on legacy, 1265.
 - on mortgage debt, 1610, 1611.
- intestates, claims against estates of, 1220, 1223.
- issue as to validity of deed, defence after, 326.
- joint contractors, part payment by one, effect of, 1223.
- judgment creditors, arrears of interest, 1611.
- judgment for administration, effect of, 1224.
 - money secured by, action for, 1220.
- land or rent, action to recover, 1220.
- legacies, effect of statutes as to, 1256, 1397.
 - charged on land, 1256.
 - express trust to pay, 980.
 - payment of interest on, of, 1265.
- lunatic, past maintenance of, 1223.
- married woman, when available against, 751.
 - when by, 752.
- marshalling, effect of, as to rights of creditors under, 1221.

LIMITATIONS, STATUTES OF—continued.

- mining lease, account of royalties under, 1166.
- mortgage, effect of statutes on rights of mortgagor and mortgagee, 1220, 1221, 1222, 1605—1611.
 - security in form of trust for sale treated as, 980.
- negligence, action of, 1223.
- part payment, what is, 1221, 1222.
 - by one partner after dissolution, 1823.
 - eve of bankruptcy, on, 1222.
 - receiver, by, 1222.
- partners, promissory note by, when barred, 1222.
- partnership account, when barred, 1804.
 - debts, when barred, 1222.
- personalty, mortgage of, application of statutes to, 1611.
- possession of part of land, effect of, 1606, 1606.
- promise to pay, when inferred, 1166.
- railway company, when running against, 609.
- real estate devised subject to debts, 1220.
- Real Property Limitation Act (37 & 38 Vict. c. 57), provisions of, 980.
- receiver, in possession, payment by, 1221, 1222.
 - without consent of administratrix, 1222.
- possession of, effect of, 666, 1607.
- possession of, prevents statute running, 1607.
- when beginning to run in favour of, 680, 687, 1225.
- recovery of land or rent, when barred by, 1220, 1606.
- redemption, right to, when barred by, 1606.
- rents, account of, 1257.
- residuary legatee cannot set up, 1224.
- reversionary, where interest of plaintiff is, 1606.
- run, when statutes begin to, 1165, 1222, 1223, 1257, 1606 (*add.*), 1606.
- solicitor, account against, when barred by, 980, 981.
- specialty debt, 1221, 1610.
- state demand irrespectively of, 1225.
- subsidence, in cases of, cause of action when arising, 504.
- surety, when running against, claiming contribution from co-surety, 1786 (*add.*).
- tacking, effect of, as to arrears of interest, 1611.
- tenant for life, action against, for failure to repair, 1225.
 - payment of interest by, effect of, 1221, 1606.
- tithes, effect of, as to payments in nature of, 1166.
- trust for sale, security by way of, when barred by, 980, 1606.
- trust to pay debts, effect of, 1225.
- Trustee Act, 1888, provisions of, [974 (*add.*)], 981, 1225.
- trusts, express, application of statutes to, 980, 981, 1221.
- trusts, implied, application of statutes to, 980.
- waste, in case of, 482.

LIMITED OWNERS' RESIDENCES ACTS,

- appointment of guardians under, [841].
- improvements under, [1484], 1485.

LIQUIDATOR,

- appeal by, in winding-up, 727.
- costs of appeal by, 222.

LIQUIDATOR—*continued*.

- discovery by, 59, 64.
- liability of, as trustee, 968, 969.
- receiver, appointed in substitution for, 664.
- retainer of solicitor by, 917.

LIS PENDENS, 1754,

- order under Settled Land Acts, registration of, 1531.
- priority as affected by registration of, 373, 1754.
- registration of, 373, 1754.
- vacation of, 1746, 1754.
- satisfaction of, [1745].

LIVING. *See* **BENEFICE**.

- presentation of nominee of infant to, [863, 864].

LLOYD'S BONDS, [1688], 1693.**LOCAL BOARD**,

- committal of members of, 633.
- execution against, as to land held in trust for a contributory place, 372.
- footway, obstruction of, [507].
- injunctions against, as to sewage, [528, 529], 531, 532.
- obtained by, against nuisance, 533.
- right of, to repair public well, 485.
- sequestration against, for breach of injunction, [631].
- sewage works, acquisition of right of way for, 508.
- sewers, duty to keep, so as not to be a nuisance, 532.
- small-pox hospital, right to establish, outside district, 526 (*add.*)
- trespass by, restrained, 594.
- undertaking by, 456 (*add.*).

LOCAL INVESTIGATION,

- trial by jury in case of, 324, 325, [329].

LOCKE KING'S ACTS, 1294—1296.**LODGMET (OF FUNDS)**, Chap. XVI., 175—186.

- account, issue of transcript of, 181.
- admission of party, on, order for, 183.
- amendment of orders for, 181.
- box, of, [177, 179].
- box, of securities which must be placed in, [177], 184.
- bringing funds into Court, mode of, under S. C. F. R. 1886..182—184.
- cash, of, and investment thereof, [177—179].
- certificate of, 182.
- certificate of chief clerk, order on, 183.
- closing of bank books, 183.
- Copyhold Acts, under, 182.
- Court, in, [175].
- deficiency, to make up, before division, [179].
- deposit in Court, of plate, jewels, &c., [177], 184.
- description of person making, 180.
- of securities lodged, 184.
- dividends, of, in Court, [176, 178].

LODGMET (OF FUNDS)—*continued*.

- East India Stock, 183.
- enforcement of order for, 183.
- Exchequer bills, [176], 179.
- foreign bonds, of, 184.
- interest, lodgment with, [175, 178].
 - accumulation of, 180.
- investment, order for, [175—177], 180.
- jewels, of, [177], 184.
- Lands Clauses Act, under, 182.
- lunacy, orders in, 181, 182.
- money raised by mortgage, [179].
- negotiable securities, of, 177, 184.
- notice of, 183, 185.
- notice, of funds not to be dealt with, without, 180.
- orders for, regulations as to, 180, 181.
- Paymaster-General, office, duties, and powers of, 180, 181.
 - copies to be sent to, 180, 181.
- plate, of, 177, 184.
- purchase-money, of, with interest, [178].
- receiver's balances, [179].
- registrar, order when to be drawn up by, 180.
- request for, 182.
- schedules, forms of, [178, 179, 197].
 - rules as to, 180, 181.
 - to be referred to in order, 180.
- securities, of, [177—179], 183, 184.
 - delivery of, out of Court, 184.
- separate account, to, order necessary for, 182.
- suspense account, of amount paid to, [179].
- time, after expiration of, 182.
- time for making, 184, 185.
 - not to be extended by amendment, 167.
- time to time, from, [176, 179].
- Trustee Relief Act, under, 183.
- voluntary, in Court, [175].

LONDON AGENT,

- relations between, and country solicitor, 98, 233, 237, 244, 266, 916, 919, 923, 935. *See* SOLICITOR.

LORD CHANCELLOR,

- consent of, to transfer of cause, [696], 698.
- visitorial jurisdiction of, 1002.

LORD MAYOR'S COURT. *See* MAYOR'S COURT.**LORD OF MANOR.** *See* MANOR.**LORDS, HOUSE OF,**

- order of, made order of Court, [746], 747.
- stay of proceedings pending appeal to, [749], 745, 746.

LOST INSTRUMENT, [1906—1908], 1909—1911.

- costs occasioned by loss of, 1910, 1911.
- declaration in terms of chief clerk's certificate, and direction for execution of settlement accordingly, [1907].
- draft, terms of instrument established from, [1908].
- evidence of contents of, 135, 1909, 1910.
- indemnity in respect of, 1612, 1614, [1907], 1908—1910.
- inquiry as to loss of deeds, [1907].
 - as to terms of lost deed, [1908].
- redemption, inquiry in action for, [1907].
 - further order, and indemnity to be given, [1907].
 - right to relief in respect of lost deeds, 1909.
- relief in respect of, 1909.
- stamped, when presumed to have been, 140, 1910.
- will found after administration, judgment under prior will, [1908].

LUNACY,

- appellate jurisdiction in, 182.
- husband or wife, of, effect of, 792, 793.
- jurisdiction in, 1045.
- master in, order of, as to funds in Court, 181.
- orders, &c. in, as to funds in Court, 181, 182.
- partner, of, effect of, 1807, 1808, [1814].
- stop order on funds in, 182, 421.

LUNATIC,

- administration of estate of, 1199.
- annuity purchased in name of, [1372], 1377.
- Asylums Act, 1853, provisions of, &c., 911.
- charging order on funds standing to credit of, 429.
- committee of, appointed to convey under Trustee Act, [1064].
 - ordered to make affidavit of documents, 48.
 - recognizance of, 426.
- consent by committee of, 824.
- conversion of property of, 872, 1368.
- dealings with estate of, 872.
- deed by, issue as to, 332.
- default of appearance by, not so found, 9.
- estate tail, of, barring, 1497—1499.
- executor, account against, and committees, [1275].
- Government annuity, purchase of, in name of, [1372], 1377.
- guardian *ad litem* to, appointment of, [820, 821].
- Lunacy Regulation Act, sales of lands under, 872.
- maintenance of, application of fund for, 1014.
 - priority of sums expended for, 873, 912.
- married woman, maintenance and management of property of, 792.
- mines belonging to, surplus proceeds of sale of, 873.
- mortgage of estate of, 872, 1616.
 - reconveyance, 1616.
 - repairs, for, 872.
- necessaries, proof for, against estate of, 1218.
- partition action, in, declared trustee, 1569, 1570.
 - by lunatic, 1554.

LUNATIC—continued.

- partner, judgment in action against, [1814].
- pauper, funds in Court belonging to, applied for his support, [910], 912, 1014.
 - enactments as to, 911, 912.
 - friends of, entitled to be recouped in preference to county, 912.
 - guardians of poor, reimbursement of expenses to, 911, 912.
 - resident out of jurisdiction, 911, 912.
- portion of, direction for raising, [1458].
- proof against estate of, 1218.
- protector of settlement, proceedings where lunatic is, 1497, 1498.
- sale of land of, 872, 873.
- service on, 15.
- Settled Land Acts, exercise of powers under, on behalf of, 1509, 1511.
- solicitor liable for improper proceedings on behalf of, [942].
- special cases, concurrence in, 320, 321.
- Trustee Acts, appointment of new trustee under, 1071, [1072].
 - costs of reconveyance or petition under, where mortgagee lunatic, 1047.
 - lunatic declared trustee, [1063].
 - order under, when to be in Lunacy as well as Chancery, 1046, 1047, 1072, 1077, 1082.
 - service of petition for vesting order under, 1055.
- trustee or mortgagee, vesting lands, &c. of, 1041, 1042, 1045—1048.
- Trustee Relief Acts, payment out under, 1014.

MAGAZINE,

- copyright in, 581.

MAINTENANCE,

- allowances to trustees in respect of, 856.
- income of portion applied for, [1456], 1461.
- infant, of, 848—858. *See* INFANT.
- interest by way of, legacy when carrying, 1264.
- lunacy, orders in, 182.
- lunatic wife of, 792.
- non-compos*, of, 838, 855.
- pauper lunatic, of, 910—912.
- portion, income of, applied in, [1456], 1461.
- rents applied for, account of, [940].

MALINS' ACT (20 & 21 Vict. c. 57), 777, 789, 790.**MANAGEMENT,**

- partnership, of, not interfered with by Court, 591.
- powers of, inserted in settlement, [1447].
- settled estates, of, inquiries as to, [1473, 1476], 1486.

MANAGEMENT OF PROPERTY,

- chambers, application in, as to, 275.
- infant, of, orders relating to, [860—867], 868—873. *See* INFANT.
- trustees, by, 1000—1009. *See* TRUSTEE.

MANAGER. *And see AGENT.*

- agreement to employ, specifically enforced, [1697].
- and receiver, appointment of, [636, 639, 641, 1339]. *See RECEIVER.*
- collieries, of, on behalf of debenture holders, [649], 649.
- mines, of, [646].
- partnership property, of, 662, 1810.
 - allowance to, 1811, [1813—1815, 1838].
- partnership, of, account of salary of, [463].
- railway, of, appointed, 378, [649], 663, 664.
- salaried, action by, for account, 1171.
- West Indian estates, of, 684, 686.

MANDAMUS,

- appeal from order refusing, 722.
- motion for, 345.

MANDATORY INJUNCTION, [476], 482, 483. *See INJUNCTION.***MANOR,**

- Crown, of, application of compensation money in enfranchisement, 2079.
- custom of, form of issue to ascertain, [335]. *See CUSTOM.*
- inclosure of waste of, restrained, [514], 517.
- infant, of, order to appoint steward of, [647].
- lord, right of, as to minerals, 503.
- partition of, 1550, 1566.
- receiver of, to hold courts and account for fines, [647].
- sale of, right to fines received up to time of completion, 1871.

MANSION-HOUSE,

- directions to let, with furniture, [861].
- expenditure on furniture for, directed, [863].
- infant, of, allowance and directions as to, 856, [861].
- lease of, under Settled Land Acts, [1517], 1521, 1522.
- leave for tenant for life to occupy, [1477].
- removal of, restrained, 477, 479.
- repairs and buildings of, [1475], 1476, [1477, 1478], 1481, [1484], 1485.
- sale of, under Settled Land Acts, [1519], 1521, 1522.

MANUFACTORY,

- what is, under Lands Clauses Act, 2010.

MANUFACTURING WORKS,

- pollution of stream by, restrained, [530], 533.

MAP,

- injunction to enforce copyright in, 581.
- tithe commutation, evidence by, 1574.

MARINE INSURANCE. *And see INSURANCE.*

- assignee of marine policy may sue in own name, 439.
- discovery in actions as to, 66.
- mutual association, judgment for contribution between co-sureties, [1777].
- partnership for, validity of, 1707.
- subrogation and contribution, principle of, 1782, 1792.

MARKET, 518, 519.

- disturbance of, 519.
- grant of, construction of, 519.
- injunction against establishing, [518].
- against interference with erection of weighing machine, [519].

MARRIAGE,

- articles, 1442. *See* SETTLEMENT.
- certificate of, 136, 137. *See* EVIDENCE.
- forgery of, repayment by supposed lawful children, [1919].
- forms of entering, in orders, [128].
- consideration, what children are within, 1426.
- deceased wife's sister, with, 1387.
- domicile, law of, as affecting, [1331], 1337, 1387. *See* DOMICILE.
- infant, of, [842], 891—907. *See* INFANT; WARD OF COURT.
- no abatement by, where cause of action survives, 750.
- restraint of, 1355.
- settlement, 1423—1532. *See* SETTLEMENT.
- testator, of, inquiry as to, [1321].
- void, declared, and property vested in Crown, [1385].
- ward of Court, of, [891—899], 900—903. *See* WARD OF COURT.

MARRIAGE ACTS (4 G. IV. c. 76, and 19 & 20 V. c. 119),

- proceedings under, [903—905], 906, 907.
- marriage sanctioned, [903].
- previous inquiry as to fitness of, where father *non compos*, [904].
- forfeiture declared, settlement excluding guilty party, [904].
- forfeiture declared, and settlement made by order declaring trusts, [905].
- penalties under, 906, 907.

MARRIED WOMAN, CHAP. XXXVII., 751—819.

- abatement of action by marriage, none if the interest survives, 103, 750.
- acknowledgment of debt by, does not keep action alive against husband, 755.
- acknowledgment of deed by, how taken, 790.
- when necessary, 777, 789, 790, 792.
- acquiescence by, in breach of trust, 981.
- actions by and against, Judicature Rules as to, 750.
- under Married Women's Property Act, 1870..751.
- under Married Women's Property Act, 1882..749 *et seq.*
- administration of estate of, 782, 1188.
- administratrix, payment out to, 792.
- retainer by, of money advanced to husband, 773.
- adultery of, bar to dower, 809, 811.
- to equity to settlement, 804.
- not to jointure, 811.
- advancement, power of, exercised in favour of husband, 764.
- affidavit as to documents by husband and wife, 65.
- of no settlement on marriage of, [783], 787, 793.
- alimony to, inalienable character of, 817.
- restitution of conjugal rights, in action for, 819.
- annuity to, until alienation, 1373.
- purchase of, [1373].
- out of corpus, notwithstanding restraint on anticipation, [767].

MARRIED WOMAN—continued.

- antenuptial debt of, liability in respect of, [749], 752, 753, 762, 772, 775, 776, 969.
 - judgment enforcing, against separate estate, [756], 758.
 - liability of husband for, 754, 755, 772, 776.
 - mortgage of wife's estate for, 778.
- anticipation by, restraint on, effect of, 768, 777, 778, 819. *See infra*, "RE-
STRAINT ON ANTICIPATION."
- appeal by, costs of, 738.
 - security for costs of, ordered to give, 741.
- attachment of debt owing to, 751, 754, 777.
- authority of, to pledge husband's credit, 779, 780.
- bankrupt, liability of, to be made, 754, 762, 774 (*add.*)
- bare trustee may convey as *feme sole*, 791.
- breach of trust by, liability of separate estate for, 762, 780, 969, 970.
- business carried on by, when separate property, 760, 774.
- capacity of, to enter into contract, 773.
- charge on separate estate of, declared, [756—758].
 - ordered, notwithstanding restraint on anticipation, [766].
- chose in action of, 800 *et seq.*
 - equity to a settlement out of, 800.
 - reduction into possession, what is, 803.
 - reversionary, alienation of, 790.
- commission to examine, [784, 785], 789.
- committal, judgment against, not enforceable by, 754.
- compromise by, order for examination as to, 786.
 - binding on reversionary interest, 981.
 - effect of, 777, 790.
- consent of, to payments to husband, [783—786], 788.
 - when dispensed with, 788.
- contracts between husband and wife, 777, 778.
- contracts by, binding on separate estate, 761, 773, 774.
 - enforcement of, 761.
 - under Married Women's Property Act, 1882..750, 752, 773, 774.
- contributory, liable as, 752.
 - liability of husband of, 755.
- conversion of property of, 1552.
- costs, charge of, on property recovered, 732.
 - liability of next friend for, 751.
 - order to tax, may be obtained by, 235.
 - recovered by, are separate property, 750.
 - security for, when required from married woman or next friend, 29, 118, 751.
 - separate property when available to answer, 750, 752, 764.
- counsel, certificate of, that settlement does not include the fund, 783, 787, 793.
- credit of husband, authority to pledge, 779, 780.
- curtesy of husband, 764, 773, 783.
- damages recovered by, are separate property, 750.
 - when attachable, 751.
- debt or engagement of, separate property when bound by, 753.
- default of appearance by, 753.
- default of defence by, 151, 753.

MARRIED WOMAN—continued.

- defendant, 751 *et seq.*
- delivery of possession of house, &c. to, for separate use, [812].
- deserted wife, authority of, to pledge husband's credit, 779, 780.
 - equity of, to settlement, [795], 804, 805.
 - maintenance of, 805.
 - order for payment to, 785.
 - property of, treated as separate, 791.
- destituted* by, 780.
- disentailing deed by, [786], 1430.
- dissolution of marriage, effect of, on marriage settlement, 816, 817.
 - on separation deed, 815, 816.
- Divorce Court, power of, to alter marriage settlements, 816, 817.
- divorced wife, action against, in maiden name, 752.
 - order for payment to, 785, 791.
 - savings by, out of alimony, 763.
 - status of, 818.
- domicile of, [1331], 1337.
 - effect of, on equity to settlement, 803, 804. *And see DOMICILE.*
- dower of, 805—810. *See DOWER.*
- earnings of, 751, 774, 791.
- election by, to take land money as land, [786, 787].
 - acts evidencing, 763.
 - as to real estate, acknowledgment of deed not necessary, 763.
 - between will and dower, 810, [1301, 1302], 1344.
 - to take property as land or money, 763, 788, 791.
 - to take under or against instrument, 763, 768, 1342, 1343.
- engagement of, separate estate, when bound by, 763.
- entireties, husband and wife taking by, 773, 800, 818 (*add.*).
- equitable assets, separate estate of, dealt with as, 1203.
- equity of, to a settlement, 793—805.
 - adultery of wife a bar to, 804.
 - of husband, effect of, 804.
 - amount settled on wife, 801, 804, 805.
 - assignees of husband, as against, [795], 802—804.
 - distinction between husband's assignment of life estate and of absolute interest, 803.
 - assignment by wife by deed acknowledged, defeated by, 789.
 - attaches only to property to which husband entitled *jure mariti*, 800, 801.
 - not confined to personal estate, 801.
 - bankruptcy or insolvency of husband, effect of, 804.
 - chambers, orders in, as to, [794].
 - children, rights of, 802.
 - chose* in action, as to, 800, 803.
 - courtesy of husband not interfered with, 799.
 - deserted wife, [795].
 - dies with her, 802.
 - discretion of Court as to enforcing, 801, 804.
 - divorce of wife before judgment, effect of, 802.
 - foreign domicile, when it attaches in case of, 803, 804.
 - form of settlement, [795—796], 799, 801, 802.
 - fraud by wife, effect of, 804.
 - husband's debt to testator, as against, 801.

MARRIED WOMAN—continued.

- equity of, to a settlement—*continued*.
 - incumbrancers of husband, as against, [795], 802, 803.
 - inquiry as to settlement, [794].
 - life estate of wife, of, 800, 801, 803.
 - limitation to children, form of, 799, 802.
 - maintenance, &c. clauses unnecessary, 799.
 - Married Women's Property Acts, how affected by, 800.
 - misconduct of wife, effect of, 804.
 - of husband, 803.
 - nature of, 800.
 - order for settlement where desired on examination, [793, 794].
 - for settlement by declaration without deed, [795—797].
 - further order in chambers, [794].
 - where annual sum paid to wife out of income and capital, [799], 802.
 - where husband claims no part, [798].
 - order on joint petition for payment to husband, defeated by, 803.
 - property subject to, 800, 801.
 - release of, by deed acknowledged, 789, 803.
 - re-settlement after husband's bankruptcy or disappearance, 789, 796.
 - restraint against anticipation, inserted in settlement, 799.
 - reversionary fund, of, 800, 801.
 - separation from husband, effect of, 804.
 - small fund, whole of, settled, 804.
 - sums under 200*l.*, of, 800.
 - ultimate limitation, form of, 799, 801, 802.
 - waiver of, defeats right of children, 802.
 - after reference to approve settlement, effect of, 802.
 - ward of Court, by, not allowed, 788.
 - where infant wife, not a ward of Court, 802.
 - whole fund settled in special cases, 802.
- examination of, amount of fund must be ascertained, 788.
 - in chambers, [784], 788.
 - in County Court, 789.
 - order for, by Commissioners, [784, 785], 789.
 - as to money arising from land subject to entail, [786].
 - as to post-nuptial settlement, [785, 786].
 - as to reinvestment of fund in land, or electing to take it as money, [787].
 - recital of, in orders, [783, 785, 793].
 - required, before ordering payment to husband, 787.
 - or to wife on her separate receipt, 787, 788.
 - restraint on anticipation, on removal of, by order of Court, 765, 769.
 - under Settled Estates Act, 791, 1501.
 - when dispensed with, 788—791.
 - where wife resident abroad, 789.
- execution against property of, 433, 753, 754.
 - equitable, by appointment of receiver, 754.
- executrix, may act as, 780.
 - devastavit* by, 780.
 - payment out of Court to, 792.
 - restrained from dealing with estate, 620.
 - will by, 782, 783.

MARRIED WOMAN—continued.

- Fines and Recoveries Act, acknowledgment under, 790.
- order empowering wife to convey, 790, 791.
- where husband lunatic, 792.
- foreclosure, judgment for, against, 779.
- fraud by, 761, 762, 768, 804.
- further consideration, order on, for payment to, 788.
- garnishee proceedings, judgment against, when enforceable by, 433, 764.
- gift to, by husband or stranger, 760, 777.
- guardian, should not be appointed sole, 845.
- husband, agreements by wife with, 777, 778.
 - bankruptcy of, effect of, 763.
 - concurrence of, in deed, dispensed with, 791, 792.
 - gifts by, to wife, 760.
 - rights of wife against, 764.
 - summary decisions of questions between husband and wife, 765, 771.
 - when a necessary party, 760, 763, 791.
 - when liable to be sued for debts, contracts, &c., of wife, 754, 755, 772, 776, 779, 780.
 - wife, when liable to be sued by, 750—752, 777.
 - when competent to sue, 760.
 - when competent to sue without joining, 760, 752, 780.
- infant, consent of, not taken, 788, 802.
- management of estate of, 871.
- injunction against interference by husband, 764.
 - not granted against, to restrain dealing with property, 762, 761.
- joint contractor, judgment against, 754.
- joint tenancy of, severance of, 803.
- jointure, bar of dower by, 810.
 - confirmed, deeds to be produced, [810].
 - directed to be made good, account of rents, [811].
 - delivery of deeds, 811.
 - not forfeited by adultery, 811.
 - succession duty on cesser of, in case of sale under power, 811, 812.
- judgment against, [749], 753.
 - default, by, 753.
 - effect of, 754.
 - enforcement of, 433, 753, 754.
 - by attachment of debt, 751.
 - jointly liable, effect of, 754.
 - jointly with husband, 753.
 - married after 1870, and before 1883.. [749].
 - separate estate, establishing claims against, [756, 757].
- judicial separation, effect of, on marriage settlement, 816, 817.
 - dealings with wife's reversionary interest after, [816].
 - on right to custody or guardianship of children, 847, 886.
 - on separation deed, 816.
- leases to or by, renewal or grant of, under 1 Will. IV. c. 65.. 876, 877.
- legacy by, under power of appointment, bears interest, 1264.
- legacy to, payment of, [1244], 1262, 1263.
- life estate charged, notwithstanding restraint on anticipation, [766].
- Limitations, Statutes of, when available against, 761.
 - when available by, 752.
 - when available by husband, 765, 776.

MARRIED WOMAN—continued.

- loan by, to husband, 777, 778.
- lunacy of husband or wife, effect of, 792.
 - authority of wife to pledge credit of lunatic husband, 792.
 - jurisdiction to pass wife's legal estate under Fines and Recoveries Act, 792, 793.
- mortgages of estate of, 778, 779.
- necessaries for, liability of husband for, 779, 780, 792.
- next friend, incapable to act as, 751.
- next friend of, duty of, to produce his authority, 751.
 - costs, where married woman sues by, 750.
 - security for, 751.
 - liability of, for costs, 751.
 - when necessary, 751.
- originating summons by, description of plaintiff, 750.
- paraphernalia of, 760.
- parties to action by, or against, 750, 752.
- partition action, request by married woman for sale in, 791, 1554.
- partnership, right to sue in respect of interest in, 750.
- payment and transfer of fund of, 787 *et seq.*
 - divorced woman, 785, 791.
 - hearing, ordered at, 788.
 - husband, to, where no settlement, [783], 787.
 - on application in chambers, [784].
 - where settlement not affecting fund, [783].
 - wife electing to take as money, [786, 787].
 - protection order, to woman who has obtained, [785].
 - separate examination of wife when necessary, 787, 788.
 - wife, to, as administratrix or executrix, 792.
 - for her separate use, [785], 788, 789.
- payment of dividends to, [187, 188].
 - not in her own right, [183].
 - to husband and wife successively, [187], 200.
 - to husband where wife *non compos*, 792.
- petition by, husband not to be joined, 750.
- plaintiff or defendant, 749 *et seq.*
- policy money, appointment of trustees of, [770].
 - for benefit of wife under Married Women's Property Acts, 771, 772, 775.
- post-nuptial settlement, examination of, as to, [785].
- power, general, cannot exercise, so as to defeat creditors, 762.
 - property appointed under, available as assets, 762 (*add.*), 782.
 - property distinguished from, 774.
 - will in execution of, 781, 782.
- privilege, need not answer questions criminating husband, 83.
- probate of will of, 782.
- protection order, having obtained, actions by and against, 671.
 - receipt of wife who has obtained, a valid discharge, 791.
 - transfer to wife, [785], 791, 793.
 - treated as *feme sole*, 816, 818.
- protector of settlement, entitled for separate use is, 1499.
- receiver of separate property of, 661, 668, 754.
- redemption action by, 779.

MARRIED WOMAN—*continued*.

- request by, for sale under Partition Act, 791, 1554.
- restitution of conjugal rights, decree for, 819.
- restrained from anticipation, payment of dividends to, [188].
- restraint on anticipation by, [764—767], 768—770.
 - absolute interest, affecting, 768.
 - arrears of income subject to, retained to answer costs, 433.
 - breach of trust, property impounded to answer, notwithstanding, 768, 979, 980.
 - charging order on dividends subject to, 429.
 - compromise when binding notwithstanding, 1906.
 - duration of, 769.
 - election, not binding on property subject to, 763, 768.
 - inalienable character of property subject to, 768, 777, 778, 819.
 - judgment limiting execution against property not subject to, [740], 763.
 - payment of dividends to *feme* subject to, [188].
 - remoteness, when void for, 770.
 - removal of, by orders of Court, under Conveyancing Act, 1881, s. 39.. [764—767], 769, 770.
 - revives on subsequent marriage, 769.
 - settlement, when inserted by Court in, 1461.
 - solicitor's lien notwithstanding, 934.
 - validity of, under Married Women's Property Act, 1882.. 776, 777.
 - words creating, 767.
- reversionary property of, disposition of, 777, 789, 790.
 - dealing with, after judicial separation, [816].
 - inalienable character of, 790, 801.
- savings of, when separate estate, 763, 764.
- security for costs by, 29, 118.
 - when required, 761.
- separate estate or property of, account of [756].
 - acknowledgment of deed of conveyance of, 763.
 - actions by and against, in respect of, 749 *et seq.*
 - adjudication in bankruptcy against, 762.
 - advancement to husband out of, 764.
 - annuitant, 1377.
 - ante-nuptial debts, when liable for, 752, 753, 762, 775, 776, 969.
 - bond of married woman enforced, 759, 761.
 - charge on, after husband's bankruptcy, of ante-nuptial debts, [756].
 - claim by creditor against, established, [756].
 - contracts binding on, 750, 753, 760, 773, 774.
 - costs, available to answer, 750, 754, 761.
 - costs declared a charge on, without prejudice to rights of trustee, [756].
 - covenant to settle after-acquired property when binding on, 768.
 - curtesy of husband attaches to, 764.
 - debts charged against, [756, 757].
 - duration of separate use, 760.
 - earnings of separate business by wife, 760.
 - election binding on, 763, 768.
 - equitable fee simple, power of disposition by deed, 763.
 - gift by husband to wife, 760.
 - inquiry as to, liable for debt or engagement, [757].

MARRIED WOMAN—continued.**separate estate or property of—continued.**

- gift over to survivors, separate use attaches to, 760.
- improvements of, by husband, 764.
- injunction to prevent dealing with, not granted, 752.
- inquiry of what consisting, [757, 759].
- judgment establishing claim against, [756].
- judgment limiting execution against, [749], 753.
- liability of, for debts and engagements, 760 *et seq.*
 - devastavit*, for, 780.
 - frauds, for, 761, 768.
 - general engagements, for, 761.
 - general torts and breaches of trust, for, 762, 768.
 - guaranty, for, 759, 761.
 - misrepresentation for, 761, 762.
- Limitations, Statute of, may be pleaded in respect of, 752, 761.
 - available in favour of husband, 776.
- Married Women's Property Act, 1870, under, 751, 770.
- Married Women's Property Act, 1882, under, 773 *et seq.*
- nature of, 760 *et seq.*
- powers of disposition of, 763.
- receiver of, appointed, 661, 668.
- restraint on anticipation of, 764 *et seq. v. sup.* restraint on anticipation.
- reversionary property, 774, [816].
- sequestration against, 395.
- "sole," meaning of term, 759, 760.
- spes successionis*, 774.
- transfer and payment out, separate examination, 787, 788.
- trustees of, not necessary parties to action, 752, [758].
- undertaking to pay costs out of, 235.
- what words of gift create, 759, 760.
- will of, 782, 783.
- separation, agreement for, must be immediate, 814.
 - consideration to support deed of, 814.
 - covenants in deed of, enforced, 469, 814, 815.
 - custody of children, clauses in deed as to, 815.
 - dissolution of marriage, subsequent to, 815, 816.
 - effect of, on equity to settlement, 804.
 - on liability of wife's separate estate, 761.
 - on marriage settlement, 818.
 - on wife's authority to pledge husband's credit, 779, 780.
 - injunctions to enforce agreement of, 814.
 - judicial, effect of, 816 *seq.*
 - proceedings in Divorce Court as to validity of, 814.
 - renewal of cohabitation, effect of, 815.
 - specific performance of, agreement for, [812, 813], 814, 816.
 - rejecting illegal stipulations, 815.
 - trustee, intervention of, unnecessary, 813.
- set-off against costs payable by, 754.
- settlement on marriage of, affidavit of no, [783], 787, 789, 793.
 - after-acquired property, when bound by, 1429—1431.
 - excepted from Married Women's Property Act, 1882.. 776, 1430.

MARRIED WOMAN—continued.**settlement on marriage of—continued.**

to separate use of, how carried out by Court, 1451, 1452. *See SETTLEMENT.*

variation of, by Divorce Court after judicial separation or dissolution of marriage, 816.

equitable jurisdiction in aid of, where no issue of marriage, 818.

jurisdiction as to, how exercised, 817.

shareholder, when liable as, 752, 762.

shares or stock belonging to, 774, 775.

special case, concurring in, 320.

specific performance, entitled to, 761.

specific performance not decreed against, 1844, 1845.

unless agreement related to her separate estate, 1845.

statement of claim in action against, 752.

stock or shares belonging to, 774, 775.

stop order on property of, 421.

tenant in tail, disentailing, [786].

tort, action by or against husband or wife in respect of, 750—752, 755, 762, 780, 969.

trustee, bare, may convey as *feme sole*, 791.

trustee, capacity and liability of, 780, 969, 970.

trustees for, retention of costs by, 754.

undertaking by, as to damages and costs, 456, 750, 751.

sole, when sufficient, 750.

unity of person in husband and wife, doctrine of, 773, 776, 800.

unsound mind, payment of wife's property where husband or wife is of, 792.

where wife is of, payment not ordered to husband unconditionally, 792.

wages and earnings of, 751, 770, 774, 791.

ward of Court, not allowed to waive right to settlement, 788.

will of, assent of husband to, determined by his death, 781.

power of appointment, under, 781.

property, as to, acquired after protection order, or judicial separation, 782.

separate property, as to, 782.

where husband waives *jus mariti*, 781.

writ, form of, in action by married woman suing alone, 750.

MARRIED WOMEN'S PROPERTY ACTS, 1870, 1874,

action by married woman under, 751, 772.

administration, rules as to, not altered by, 1203.

ante-nuptial debts of wife, liability for, 772, 773.

deposits of married woman in savings bank, 770.

equity of settlement, how affected by, 800.

husband, right of wife divested by order for payment to, 803.

personal property descended, right of wife to, 771.

policy, appointment of trustee to receive moneys, 770.

for benefit of wife effected under, 771, 772.

poor law, liability of wife for husband's maintenance, 772.

rents of real estate descended, right of wife to, 771.

repeal of, by Act of 1882..773.

separate property under, what is, 761.

shares and stocks belonging to wife, 770, 771.

transfer of wife's fund into her own name, [785].

wages and earnings of married woman, 751, 770, 772.

are equitable assets, 770.

MARRIED WOMEN'S PROPERTY ACT, 1882,

- action by and against married woman under, 749 *et seq.*
- ante-nuptial debts, liability for, 775, 778.
- capacity of married woman under, 773, 969, 970.
- contract by married woman under, 761, 773, 774.
- courtesy, does not deprive husband of right to, 773, 783.
- equity to settlement, how affected by, 800.
- husband, rights of, how affected by, 773, 783.
- judgment against married woman under, [749].
- loan by wife to husband, 777, 778.
- policy money, appointment of trustees of, [770], 775.
- restraint on anticipation, excepted from, 776, 777.
- retrospective effect of, 774.
- separate property under, 770 *et seq.* See **MARRIED WOMAN.**
- settlements excepted from, 776.
- status of married woman under, 773.
- stocks, shares, &c., of married woman, 774, 775.
- will of married woman under, 782.
- woman married after, 774.
- before, 774.

MARSHALLING ASSETS, 1398—1408.

- annuitant, in favour of, [1398].
- assets applied in proper order, [1398], 1408.
- charity, for, [1134], 1146, 1147.
- costs of administration action, for payment of, 1407.
- creditors, in favour of, not now necessary, 1406.
- descended estate, against, [1398, 1401].
 - rents and profits of, [1398].
- estate subject to general power of appointment, against, [1400], 1407, 1408.
 - but power must be exercised, 1407.
- estates charged with debts, against, [1400, 1402], 1407.
- estates devised in trust to pay debts, against, [1400], 1406, 1407.
- lapsed bequests, against, [1401], 1406.
- legacies payable, some out of two funds, others one, [1404].
- legal and equitable assets, between, [1398, 1404, 1405], 1408.
 - priority of specialty debts abolished, 1202, 1406, 1408.
 - what are, 1203, 1204, 1407.
 - where equitable inadequate, [1405].
- Limitations, Statutes of, application of, 1221.
- married woman, property appointed by, when assets, 1408.
- order of administration of assets, 1406—1408.
- pecuniary legatees and annuitants, in favour of, [1398, 1401, 1402].
 - against descended realty, [1398, 1401].
 - against realty charged with debts, [1400, 1401].
 - not entitled to marshal against specific legatees, and residuary devisees, [1403].
- principal and agent, as between, 1171.
- rents and profits of realty resorted to immediately after corpus, [1398], 1408.
- residuary personality, including lapsed specific bequests, declared primary fund, [1401], 1406.
- residuary realty and specific devises and bequests, [1400, 1401, 1402], 1407.

MARSHALLING SECURITIES, [1738—1740], 1741, 1742.

- Admiralty Court, in, 1742.
- case for, how to be raised, 1742.
- factors, against, 1742.
- general and specific charges, as between, 1741.
- judgment creditors, by and against, 1742.
- mortgagee, by, against landlord distraining, 1633.
- portioner, in favour of, 1741.
- principal and agent, as between, 1171.
- principle of rule, 1741.
- third parties not prejudiced, 1741.
- restraint on anticipation, notwithstanding, 1742.
- subsequent incumbrancers, as between, 1742 [*add.*].
- surety, marshallng against, to whom securities assigned, [1738].
- in favour of, [1739], 1782, 1792.
- volunteers, in favour of, [1740], 1962.
- volunteers under settlement, unsettled property marshalled, [1749].

MASTERS

- in Queen's Bench Division, 276, 444.
- ordered not to deliver out documents, [419].

MATTER,

- definition of, 2.

MAYOR'S COURT,

- appeal from, where error in proceedings, 693, 694.
- by special leave, 721.
- foreign attachment in, under custom of London, 434, 693.
- jurisdiction of, 693.
- prohibition to, 693, 694.
- removal of action from, to High Court, [707, 708], 711.

MINES AND MINERALS,

- account of workings of, [474, 475, 495—497, 499], 500, 503, 504, 1166.
- allowance to innocent trespasser, 500.
- china clay, injunction to restrain getting of, 496.
- compensation for, under Lands Clauses Act, 2006.
- custom as to, 502.
- damages by wrongful working, measure of, and inquiry as to, [474, 500], 504.
- deterioration in value of, how assessed, 1871.
- exception of, reservation not amounting to, 503 (*add.*).
- flow of water into, damage by, 498.
- glebe lands, under, right to work, 475, 482.
- implied right to work, grant or reservation, 501.
- injunction against wrongful working of, 479—481. *And see* INJUNCTION.
- coal workings, injuring church, [496].
- copyholder, by, 475, [495], 503.
- at suit of, 498.
- inquiries as to value and damage, [497], 498, 503.
- inspection in action for, [496].
- interlocutory, 459.
- restitution of barriers compelled, 462.

MINES AND MINERALS—continued.

- inquiry as to testator's interest in, 1827.
 - as to, between tenant for life and remainderman, [474], 1472.
 - as to minerals wrongfully gotten, [500], 504.
- inspection of, [496, 497], 498, 503.
- instroke, working by, 503.
- jury, inspection by, 503.
- lease of, under Settled Land Acts, [1515], 1517.
- leases of, costs of, 267.
- licence to take, whether exclusive, 1978.
- lord of manor, rights of, as to, 503.
- minerals, what are, 501.
- mortgagee, right of, to open, 480, 1634, 1641. *And see WASTE.*
- opening, waste, injunction against, 479, 480.
- purchase of, under Settled Land Acts, 1625.
- railways or canals, under, 501, 502, 504, 505.
 - right to work from surface, 497 (*add.*), 502 (*add.*).
- receiver and manager of, appointed, [644], 649, 663.
- removal of buildings by miners under custom, 1683.
- reservation of right to, effect of, 501, 503, (*add.*).
- royalties under lease, account of, 1166.
 - application of, [1515].
- sale of, apart from service, under Settled Land Acts, 1509.
 - under Confirmation of Sales Act, [1470, 1471], 1472.
- sale of, contract for, time of the essence, 1847.
- shares in mines, bequest of, to charity, [1133], 1145.
- specific performance of agreement as to, 1847.
- support, right to, enforced by injunction, [496, 497], 501. *See SUPPORT.*
- tenant for life and remainderman, inquiries and accounts, [474], 481.
 - rights of tenant for life, 479, 481.
- valuation of colliery, 851, 1421.
- water, injunction against allowing, to pass into, 498.
- way, injunction against using, under plaintiff's land for conveying coals, [498].
- way-leave, inquiry as to sums to be paid for, [499], 504.
- working by incumbent, declaration as to, 475, 482, 483.
- wrongfully gotten, inquiry as to, [500], 504.

MINISTER

- of chapel, dismissal, &c., injunctions as to, 613.

MINUTES OF JUDGMENT. *See* JUDGMENTS.

- costs of settling, 264.
- drawing up, 163.
- nature of, explained, 6.
- vary, motion to, [163], 164, 165.

MISCONDUCT,

- costs occasioned by, 224, 225, [941, 942], 943.
- liability of solicitor for, 942, 946.
- partner of, ground for dissolution, 1807, 1808, 1812.

MISDEMEANOUR,

- compromise of, unlawful, 1945.

MISDESCRIPTION,

- specific performance, defence to action for, 1843, 1844, 1854, 1855.
- abatement or compensation in respect of, [1878], 1880.

MISREPRESENTATION,

- agent, by, 1926, 1931.
- caveat emptor*, application of maxim, 1844, 1928.
- concealment by purchaser or person in fiduciary relation, [1929].
- onus probandi* in case of, 1931.
- rescission of contract on ground of, 1928.
- condonation of, by usage in trade, 543.
- deceit, action for, when maintainable, 1924.
- express or implied, 1924.
 - express, by *suggestio falsi*, 1928, 1929.
 - implied, by *suppressio veri*, [1929, 1930], 1931.
 - fiduciary relation between parties, 1930, 1931.
- indemnity, right to, in respect of, 1925, 1926, 1933.
- injunction, application for, how affected by, 543, 629.
- married woman, by, liability of separate estate for, 761, 762.
- partnership set aside on ground of, [1794], 1795, 1798.
- promoters of company, by, [1935], 1937, 1938.
- purchase from, set aside at suit of company, [1935].
- prospectus of company, in, [1932], 1933—1935.
- purchase or sale set aside on ground of, accounts and inquiries, [1927—1929].
- in what case, 1928.
- refunding money advanced on faith of, [1918, 1919, 1923], 1926.
- relief on ground of, at law and in equity, 1924, 1925.
 - delay in applying for, how far material, 1926.
- rescission of contract on ground of, 1927, 1928.
- specific performance, defence to action for, 1843, 1844, 1854, 1855.
- abatement or compensation in respect of, [1878], 1880.
- what amounts to, 1924, 1925.
 - must be of fact, and material, 1924, 1925.

MISSING INSTRUMENTS, [1906—1908], 1909—1911. See LOST INSTRUMENT.**MISTAKE,**

- adding or substituting plaintiff, in cases of, 42.
- arbitrator, by, 359.
- avoidance of instrument on ground of, 1431, [1432].
 - account of rents and profits, in case of, 1916.
 - reconveyance when directed in cases of, 1916.
- compensation when allowed in cases of, 1880, [1911, 1912].
- correction of, in judgment or order, 167, 168.
 - by arbitrator, 358.
- costs occasioned by, disallowance of, 262.
- costs of action to set aside transaction on ground of, 1917, 1918.
- election to abide by, [1912].
- evidence of, 1915, 1916.
- executor, by, in admitting assets, 1254.
- executor to make good fund wrongfully divided under, [1394], 1397, 1410.
- extension of time for appealing, when a ground for, 732, 733.

MISTAKE—continued.

- further evidence on appeal in case of, 735.
- inquiry as to title where mistake alleged, [1852].
- jurisdiction of Chancery Division in cases of, 1913.
- law or fact, as to, 1914.
- money paid to unsecured creditors, recoupment of, 1410.
- mutual, setting aside deed in case of, 1916.
- officer of the Court, money paid to, recovery of, 1914.
- re-conveyance where deed set aside, [1911, 1912], 1916.
- rectification of settlement or conveyance on ground of, [1437, 1439], 1440, 1441.
- indorsement of order on instrument, [1436—1439], 1441.
- re-establishment of deed after cancellation by, [1913].
- rescission of contract on ground of, 1901, 1911, 1914.
- revocation of submission to arbitration in case of, 353.
- taxation after payment on ground of, 248.
- vendors and purchasers, by mistake need not be mutual, 1914.
- purchase set aside on ground of, [1911, 1912].
- trustee charged with interest in case of, 985, 987, 988.
- when a defence to suit for specific performance, 1841, 1843.
- what mistake may be a ground of relief, 1914, 1915.
- when relief on ground of, will be refused, 1901, 1915.

MONASTIC VOWS,

- injunction against inducing infant to take, [839].

MONEY,

- execution of judgment or order for recovery or payment of, 183, 369, 370, 376—378.

MONEY DEMAND,

- agreement resulting in, not specifically enforced, 1836.

MONEY ORDER,

- certificate not order for payment of money, 161, 286.
- definition of, 6.
- forms of, Chap. XVI., 175—210.
- schedules to, forms of, [178, 179, 186—197, 206].

MORTGAGE, Chap. XLVII., 1575—1772.

- account of sums due on, [1575, 1593]. *See* FORECLOSURE.
- without prejudice to particular questions, [624].
- administration action, recouping mortgage money in, 1410.
- agreement not to call in mortgage money, 1583.
- to borrow money on, not specifically enforced, 1836.
- to execute mortgage, specific performance of, 1587, [1694], 1836.
- amount due on, deed *prima facie* evidence of, 1584.
- appointment of person to execute, under Trustee Act, [1057].
- apportionment of debt, as between subsequent incumbrancers, 1742 (*add.*).
- attornment clause in, validity and effect of, 1630, 1631, 1633, 1671, 1672, 1680.
- bankers, to, compound interest on, 1610.
- benefice with cure, of, 1665.
- Bills of Sale Acts, within, 1669—1681. *And see* BILL OF SALE.

MORTGAGE—continued.

- breach of trust by improper investment in, 975, 976.
- building agreement, of, to lessor, [1867].
- building societies, to and by, 1762—1771.
- business premises, of, 1634, 1684.
- canal shares, of, 1689.
- charity, gift to, of money secured by, 1143, 1144.
- chattels acquired after, 1681, 1682.
- chattels, of, foreclosure and redemption of, [1681], 1662—1665.
- chose in action, of, priority, notice, 1663, 1664, 1747, 1749—1751.
- clandestine mortgages, 1599.
- clough on equity of redemption, 1598, 1669.
- collateral securities, realization of, and rights of holders of, 1294, 1668.
- colonial lands, of, 1681.
- commission, right to charge, 945, 1598.
- companies, by, inquiries and declarations as to, [1684—1689], 1690—1693.
- consolidation of mortgages, [1734—1736], 1737, 1738.
 - principle of, 1737.
 - and is irrespective of notice of possession of legal estate, 1737.
 - applies whether securities legal or equitable, 1737.
 - Conveyancing Act, 1881, provisions of, affecting, 1737.
 - second mortgagee redeeming first stands in his place, 1734.
 - successive foreclosures and redemptions, [1734, 1735].
 - surety, against, 1737.
 - tacking distinguished from, 1737, 1738.
 - voluntary settlement, as against persons claiming under, 1738.
- conversion, not operating as, 1307.
- copyholds, of, how effected, 1604.
 - held to be included in, though not so described, [1635].
- costs, apportionment of, between two estates, [1736].
- costs, to raise. *See* Costs.
 - under Settled Land Acts, 1505.
- covenant for payment, effect of, 1598.
 - judgment enforcing, [1575].
- creditor's action, in, to raise deficiency, ordered, [1230, 1231].
- debentures, inquiries, &c. as to, [1684—1687], 1691—1693.
- debts and legacies raised by, [1230, 1231, 1238, 1357, 1359].
- declaration of charge, [1659].
- defective execution of, aided, 1587.
- derivative mortgage—
 - action against derivative mortgagee, [1731—1733].
 - action by derivative mortgagee, [1730].
 - chattels, of, by deposit, 1663.
 - costs of action by sub-mortgagee, 1619.
 - foreclosure of, [1730, 1731].
 - lien by agreement sub-charged, [1707].
 - notice by mortgagee of policy, 1668.
 - parties to action for foreclosure of, 1734.
 - redemption of, judgment for, [1733, 1734].
 - parties to action for, 1733, 1734.
 - where original mortgagee has received rents, [1731, 1733].
- devolution of estate on death of mortgagee, 1600, 1601.
- discharge of, under s. 5 of Conveyancing Act, [1589].

MORTGAGE—continued.

- dower, how affected by mortgage of husband, 779, 809.
- ecclesiastical property, of, 1665.
- executors and administrators, by, 1296, 1297, 1314.
 - appropriation of mortgage by executor, 1296, 1297.
- exoneration, right of legatee or devisee to, 1256, 1364.
 - incumbrances created before testator's decease, 1292—1294.
 - of personal estate from debts in administration, [1290—1292].
 - Real Estate Charges Acts, under, 1294—1296.
- factors or brokers, by, 1665—1668.
- fixtures, of, 1682—1684. *And see* BILL OF SALE.
- foreclosure, right of mortgagee to, 1581—1585. *See* FORECLOSURE.
- fraudulent, against creditors, 1676, 1676.
 - against surety, 1922.
- freeholds and copyholds, of, [1578, 1595].
- future calls, of, 1690.
- growing crops passing under, 1663, 1671, 1672, 1677.
- husband and wife, by, 778, 809.
- immoral consideration, for, declared void, 1962.
- infant's property, of, when ordered, 867, 870.
- injunction to restrain mortgage of ship, 614.
- inquiries as to, in administration actions, [1232, 1290—1292].
 - on shares of residue, [1243, 1260].
 - subsequent to death of testator, [1290].
- inquiry to distinguish freeholds and copyholds, [1625].
- interest on, 1607—1611. *And see* FORECLOSURE.
 - allowed on amounts received, [1622], 1639.
 - compound charged by mistake, account opened, 1179.
 - receiver to keep down, [671], 673.
 - reduction of, on punctual payment, 1608.
 - tenant for life to keep down, [1399], 1608, 1609, [1726].
- investments on, by trustees, 976, 1666, 1693.
- keeping on foot, against subsequent incumbrancers, 1757.
 - by consent, on sale free from incumbrances, [301].
- Land Transfer Act, registration under, 1583, 1592, [1746].
- legacy raised by, 1241.
- legatee, right of, to go against mortgaged estate, 1293.
- lessor, for advances by, [1888].
- lunatic, by, 872, 1616.
- married woman, of property of, 778, 779.
 - notwithstanding restraint on anticipation, [765, 766].
- marshalling securities, [1738—1740], 1741, 1742. *See* MARSHALLING.
- "month," meaning of term in, 1608.
- Mortmain Act, impure personality under, what mortgages are, 1143, 1144.
- notice of, 1747 *et seq.*
 - assignment of fund in Court, of, 1232.
 - actual, what sufficient, 1749, 1750, 1753.
 - choses in action, in respect of, priority by, 1663, 1749—1751.
 - company, to, 1749.
 - consolidation of securities, as affecting right of, 1737.
 - constructive notice, when imputed, 1749—1751.
 - non-production of title-deeds, by, 1751, 1753.
 - duty of mortgagee to give, as against surety, 1790.

MORTGAGE—continued.

notice of—continued.

- executor, to, of charge on funds, 961.
- legal estate, to person obtaining, 1747.
- parol, by, 1750.
- policy, of, to insurance office, 1668, 1748.
- purchaser for value without, 1584, [1743], 1747, 1751, 1755.
- real estate, as to, 1664, 1749.
- recital, by, 1749.
- registration, effect of, 1753.
- solicitor or agent, to, 916, 918, 961, 1750, 1751.
 - duty of, to inquire for deeds, 1751.
 - negligence by, effect of, 1750.
- subsequent incumbrancer without, not deprived of deeds, [1743].
- taking, doctrine of, material in reference to, 1755, 1756.
- tenancy or possession, notice of, 1751.
- title deeds, obligation to call for, 1751.
- trustees, to one of several, 1749.
- undue influence, of, to creditor taking security, 1945.
- originating summons, questions determined on, 1751.
- parol agreement as to rate of interest, evidence of, 1608.
- partition of mortgaged lands, [1535], 1553.
- partnership, of share in, [1697], 1805.
- property, of, for private debt, 1805.
- payment into Court of money raised by, [179].
- payment off, effect of, 1605.
- right to documents of title on, 69.
- six months' notice or interest, 1610.
- penalty, stipulation amounting to, 1598.
- pension, foreclosure of mortgage of, 1661.
- pew rents, of, by incumbent, void under 13 Eliz. c. 20., 1665.
- policy of assurance, of, 1668, 1669.
- priority of, 1749, 1757.
- portions, mortgage for, directed, 1456, [1457].
- power to, includes giving power of sale, 959.
- priority of, [1742—1746], 1747—1758.
 - date, according to, [1742], 1746, 1747.
 - estoppel, by, 1752.
 - forgery or fraud, in cases of, 1748, 1751, 1755.
 - legal estate, by acquisition of, 1747, 1751, 1755, 1756.
 - lost, how, 1747—1749.
 - negligence, affected by, 1748—1750.
 - negotiable securities, in case of, 1751, 1752.
 - notice, by, [1742—1744], 1747, 1749, 1755, 1756.
 - constructive, 1749—1751.
 - originating summons, not to be determined on, 1751.
 - registration, by, [1742], 1747, 1752—1754.
 - shares in companies, of charges on, 1751, 1752.
 - title deeds, by possession of, [1743], 1748, 1754, 1755.
 - right to retain, [1743], 1754, 1755.
- purchaser, by, execution of, directed, [1877].
- purchasers without notice, delivery of deeds by, not ordered, 1575, 1584, 1585, [1743], 1754, 1755.

MORTGAGE—continued.

- railway, of, account of sums due on, [1688].
- receiver of estate in, [630], 656, 657, 660.
- reservayances, costs of, 260, 268, 1616.
- form of, 1604.
 - where mortgages lunatic, 1047.
- legal personal representative, by, 1600, 1601.
- subject to jointure, &c., [1733].
- to building society, indorsement of receipt in lieu of, [1762, 1764].
- registration of, under Bills of Sale Act, 1672, 1673, 1675, 1682. *See* **BILLS OF SALE**.
- priority how affected by, 1752—1754.
 - under Companies Act, 1862...1690.
 - under Land Charges Registration and Searches Act, 1888...1753.
 - under Land Transfer Act, 1875...1583, 1592.
 - under Local Registry Acts, 1752—1754.
 - under Mortgage Debentures Acts, 1693.
- renewable leaseholds, of, 1584, 1622.
- sale by Court, on, paid off, [300].
- sale, power of, mortgage not authorised under, 959.
- sale, remedy of mortgagee by, [1587—1590], 1591—1593. *See* **FORECLOSURE**.
- sale, with a stipulation for repurchase not a mortgage, 1583.
- shares in companies, of, 1664, 1761, 1752.
- ship, of, 1684.
- secondary security distinguished from collateral, 1294.
- settlement of interests under, [1650].
- solicitor, injunction against, exercising power of sale, 1636.
- solicitor, to, by client, [935, 936], 1583, 1585, 1636.
- specifically devised property, of, to raise deficiency, [1257, 1259].
- stipulation postponing right to redeem, effect of, 1584, 1598, 1669.
- stock-in-trade, of, 1671, 1684.
- stock mortgages, foreclosure, &c., of, [1650], 1662, 1664, 1665.
- sub-mortgage, *see supra*, derivative mortgages.
- surety, foreclosure of mortgage by, [1791].
- surety for payment of debt, discharge of, 1789, 1790.
- surety, marshalling securities as against, [1739].
 - in favour of, [1739], 1792.
- taking, 1755—1758.
 - arrears of interest, 1758.
 - building society, mortgage to, 1767.
 - company, by, entitled to lien, 1755.
 - consolidation distinguished from, 1737, 1738.
 - debts by specialty or simple contract, 1757.
 - as against heir, devisee or executor, 1757.
 - declaration of right as to, [1745].
 - further advances, 1755, 1756.
 - judgment debt, 1757, 1758.
 - judgment obtained after satisfaction of mortgage, 1598.
 - legal estate, what acquisition of, sufficient, 1756, 1757.
 - notice, effect of, on doctrine of, 1755, 1756.
 - of equities affecting legal estate, 1756, 1757.
 - Registration Acts, effect of, as regards, 1754, 1755.
 - where money not advanced on faith of the land, 1757.

MORTGAGE—continued.

- tenant for life, by, under Settled Land Acts, 1610.
 - interest kept down by, 1608, [1728].
- tenant in tail, defective assurance by, 1587.
- tender of mortgage-money, effect of, 623, 1583, 1610, 1614.
- term, for, direction to reconvey, [1578, 1653].
- trade machinery or fixtures, of, 1671, 1683.
- transaction amounting to, 1583.
- transferee of, takes subject to state of account, 1636.
 - right of, as to arrears of interest, 1609.
 - right of, to foreclose, 1585.
 - sub-mortgagee of, judgment against, [1732].
- transfer of, costs of, 260, 268.
 - legal personal representative, by, 1600, 1601.
 - right of mortgagor to require, 1604.
- trust for sale, in form of, effect of, 1042.
- Trustee Act, appointment of person under, to execute mortgage, [1057].
 - lunatic mortgagee, 1041, 1045, 1616.
 - vesting lands of infant mortgagee, [1025], 1043, 1048, [1444].
- trustees, duty of, as to investments on, 975, 977.
 - power of, to lend on stock mortgage, 1004.
 - to mortgage, 1001—1003.
 - under Debenture Stock Act, 1871..1693.
- undervalue, conveyance at, treated as mortgage, 1583.
- vesting orders of lands in, [1029, 1030, 1057, 1067, 1070], 1604.
- Welsh mortgage, 1772.

MORTGAGE, EQUITABLE, 1694—1706.

- account of money due on, [1694—1703].
- agreement for mortgage, specific performance of, [1694], 1703.
 - stamp on, 1704.
- bankers, to, for account current, 1610, 1703.
- bankrupt mortgagor, judgment against, [1695], 1705.
 - proof against estate of, 1705.
- building agreement, by deposit of, [1707].
 - with lessor, [1697].
- building society, by, 1769.
- conveyance directed in default of payment, [1694], 1705.
 - absolute, directed, [1695, 1696].
- copyholds, of, foreclosure of, 1697.
- costs of preparation of legal mortgage, allowance for, 1617, 1706.
- Crown entitled, foreclosure where, 1585.
- debentures, railway, sale of, ordered, [1701].
- declaration of rights of mortgagee, [1695, 1696, 1698—1701, 1734, 1735].
- deposit of title deeds, by, 1703.
 - or agreement to deposit, 1703.
 - memorandum of, parol evidence, 1703.
 - what deposit sufficient, 1703, 1704.
 - within Real Estate Charges Act, 1704.
- derivative, by deposit, 1704, [1706].
- equitable assignment operating as lien, 1709.
- equity of mortgagee against *cestui que trust*, 1756.
- equity of redemption, by mortgage of, 1702.

References to the Forms are printed thus [456].

MORTGAGE, EQUITABLE—continued.

- felony, judgment where mortgagor convicted of, [1703].
- fictional deeds, by deposit of, 1921.
- foreclosure of, judgment for, [1696, 1697].
 - remedy by, right of mortgagee to, 1583.
 - transfer of benefit of, directed, [1696].
- injunction against parting with legal estate pending action to foreclose, 620, 623.
- instalments, payment by, declaration of charge, [1696].
- interest, when payable under, and at what rate, 1607, 1608.
 - arrears of, right to, when barred, 1610, 1611.
 - at £4 per cent. usually payable, 1704.
- Land Transfer Act, 1862, effect of, as to, 1704.
- lease, depositary of, not liable on covenants, 1705.
- leaseshold, order vesting, in equitable mortgagee, [1697].
- legal title completed on foreclosure of, [1644].
- lien in nature of, [1706—1706], 1709—1712. *And see LIEN.*
- partners, by, parties to action to foreclose, 1600, [1697].
- partnership, deposit of deeds with, 1704. *And see PARTNERSHIP.*
- partnership, of shares in, [1697].
- policy of assurance, of, 1668, 1669, [1696, 1701].
- possession of title deeds, presumption arising from, 1703.
- possession ordered to be given, 1705.
- priority of, 1746—1751.
- receiver, appointment of, in action by equitable mortgagee, 660, [1694], 1705.
 - balance paid over by, with liberty to parties to apply further, [1700].
- registration of, priority, 1753.
- Registration of Titles Act, 1862, under, 1704.
- remedies of equitable mortgagee, 1704, 1705.
- rents, receipt of, by mortgagee in possession, 1607, [1696].
- reversion, of, [1706].
- sale to enforce, conduct of, 1705.
 - liberty to apply for, where Crown interested, [1703].
 - orders for, [1696, 1696, 1701].
 - power of Court to direct, 1075.
 - power of, possessed by mortgagee, 1706.
- shares in trading partnership, of, foreclosure of, [1697].
- solicitor, receipt of deeds by, 1704.
- specific performance of agreement to execute, [1694].
- stamp on, 1704.
- stock certificates, deposit of, [1700].
- sub-mortgage, by deposit, 1704, [1707].

MORTGAGEE,

- accounts against, [1575—1580, 1630, 1632], 1632—1635. *See FORECLOSURE.*
- accounts, duty of, to render, 69, 1613, 1637.
- administration proceedings by, 1185, [1209—1211], 1212—1214, 1683.
- administrator of mortgagor, redemption by, 1299.
- allowances to, [1630—1633], 1638—1641.
- application of money, when bound to see to, 1296.
- attachment of surplus moneys in hands of, 433.
- attornment to, 1630, 1631, 1633.

MORTGAGEE—*continued*.

- auctioneers, member of firm of, not allowed commission, 1640.
- bankruptcy, proof by mortgagee in, 1585, 1705.
- business, of, right to injunction as to user of name, 544.
- business, right of, to carry on, 1633.
- change in interest of, [1723—1729], 1730.
- chase in action, of, priority of, by giving notice, 1663, 1664, 1747, 1749—1751.
- collateral securities, right to enforce, 1294, 1583, 1658.
- commission to, for trouble, 1598, 1632, 1639, 1640.
- consent of, to sale in administration action, 1207, 1208, 1214, [1228].
- copyholds, of, rights of, 1804.
- costs of, 1613—1617. *See* FORECLOSURE.
 - interest on, 229.
 - mortgagees of shares, in administration actions, [1260], 1271.
 - suing as creditor, 1213, 1214.
- covenant, personal, by, 1584.
- creditor's action by, 1185, [1209—1211], 1212.
- deeds, right to withhold production of, 1611, 1612. *See* FORECLOSURE.
 - loss of, effect of, as to costs, 1614, 1910.
 - inquiry and indemnity in case of, [1907, 1906], 1909, 1910.
- derivative, foreclosure by and against, [1707, 1730—1733], 1734.
- deterioration by, inquiry as to, [1624].
- discovery by, of accounts, 68, 69.
- distress, right of, exercise of, 1584, 1630, 1631.
- distringas, right of mortgagee to, 1664.
- equity of redemption, foreclosure by mortgagee interested in, 1727, [1728].
 - purchase of, by mortgagee, effect of, as to subsequent incumbrances, 1756, 1759.
- estate of, devolution of, 1600, 1601.
- executor, from, when bound to see to application of mortgage-money, 1296, 1297.
- foreclosure, right to, 1581—1585. *And see* FORECLOSURE.
- fraud by, attempting to hold absolutely, 1583.
- holding over, account against, 1638.
- infant, actions against, [827—829], 830—833, [1580].
 - vesting estate of, under Trustee Acts, [1025], 1043, 1048, [1444]. *See* TRUSTEE ACTS.
- insurance of property by, allowance for, 1638.
- land tax redeemed by, order as to, [1624], 1639.
- lease renewed by, allowances for fines, 1622, 1630.
- leaseholds, of, bound to perform covenants, 1633.
- leases and tenancies, validity of, as against, 1631, 1632.
- legal rights of, 1632—1635.
- Limitation, Statutes of, effect of, 1605—1611.
- lunatic, reconveyance or vesting of estate of, 1046.
 - sale by committee of, 1636.
- marshalling, by, against landlord, 1633.
- mines, right to work, 480, 1634, 1641.
- misconduct of, depriving him of costs, 1613, 1614.
- mortgagor's acts, when bound by, 1631, 1632.
- notice by, to pay off debt, 1610.
- occupation rent charged against, [1623], 1635, 1638, 1639.

MORTGAGEE—continued.

- overpaid, account against, when taken with rests, 1637.
- costs of action by, 1614.
- judgment against, [1623], 1664.
- partnership property, of, rights of, 1805.
- patent, of share of, 1633.
- payment of dividends to, until given sum and interest made up, [189].
- payment off of, out of purchase-money in Court, [300], 306.
- payment to, on sale in creditor's action, [1211, 1228, 1239].
- possession, in, rights and liabilities of, 1632—1635.
 - account against, by tenant for life of property subject to charges, [1794].
 - allowances to, [1621], 1638—1641.
 - duties and powers of, as to management of property, 1634—1639.
 - rests, accounts against, taken with, [1630], 1621, 1637, 1638.
 - right of mortgagee to possession, 1632.
 - waste by, 1641.
 - wilful default, account against, on footing of, [1580, 1620, 1622], 1634, 1635.
- power of sale, exercising, responsibility of, [1696], 1634—1636.
- priority of, [1742—1746], 1747, 1758. *See* MORTGAGE.
- production of deeds by, 69, 1611, 1612.
- profit or bonus when allowed to, 1598, 1632, 1639, 1640.
- pro interest* *see*, examined, 402, 403.
- proof by, in administration action, 1212—1214, 1217.
- purchaser to pay purchase-money to, 1185.
- receiver, at the instance of, [639], 656, 657, 660.
 - discharged on payment by third mortgagee, 687.
- reconveyance by, 260, 268, 1047, 1604, 1616.
- release by, in consideration of forged securities, 1921.
- renewal of lease by, authorized, 1486.
- rents, past, not entitled to account of, 1633.
- rents taken by receiver before possession of, 657.
- resistance by, of right to redeem, 1613.
- rests, account against mortgagee, with, [1630], 1621.
- sale by, account of proceeds of, [1622, 1626], 1635.
 - insufficient price, at, [1626], 1635.
 - pending action, restrained, [621], 622, 623.
 - proceeds of, application of, 1593, 1610, 1611.
 - remedy of mortgagee, by, 1587—1593. *See* FORECLOSURE.
 - when set aside, 1598, 1599.
- settlement in fraud of creditors, of interest under, [1953], 1955, 1956.
- ship, of, allowances to, 1640, 1641.
- solicitor, must not charge commission, 945, 1639.
- solicitor of, lien of, on title deeds, 922, 1612.
 - taxation of bill of, 247, 249, 252.
- solicitor, restrained from selling, 622.
- specific performance with concurrence of, [1800].
- stock, rights and liabilities of mortgagee of, 1662, 1664, 1665.
- stop order, right of mortgagee to, 1664.
 - costs of, 422, 1617.
- sub-mortgagees, rights of, [1730—1733], 1734. *See* MORTGAGE, derivative.
- tenant for life, to keep down interest, [1399], 1608, 1609, [1728].

MORTGAGEE—continued.

- timber, right to cut, 480, 1629, 1641.
- title deeds, 1611, 1612, 1614. *See supra*, *deeds*.
- transferring security, liable for subsequent rents, 1633.
- trustee, when, within Trustee Acts, 1042, 1048, 1049.
- Vendor and Purchaser Act, legal personal representative empowered to convey, 1600.
- voluntary conveyance set aside in favour of, 1959, 1961.
- waiver by, where otherwise secured, 301.
- waste by, 480, 1641.
- West Indian Estate, of, receiver for, 684.
- wife's equity to a settlement against husband's, [795], 802, 803.
- wilful default, account against, on footing of, 986, [1580, 1630, 1633], 1634, 1635.

MORTGAGOR,

- attornment by, effect of, 1630.
- bankrupt, premiums on policy paid by, 1669.
- bankruptcy of, proceedings on, 1730.
- change in interest of, [1723—1729], 1730.
- chattels, of, rights of, [1661], 1662—1665.
- copyholds, of, refusal by, to surrender, 1604.
- costs of, on dismissal of redemption action, 1646.
- deeds, loss of, by mortgagee, 1614, [1907], 1909, 1910.
- distress for rent by, 1631, 1632.
- documents, delivery to, on payment off of mortgage, 69, 1612.
- election by, as to benefit of land tax redeemed by mortgagee, [1624], 1634.
- equitable waste by, restrained, 480, 1629.
- fixtures, restrained from removing, [476]. *See* **FIXTURES**.
- leases by, in possession, 1629, 1631, 1632.
- mines, of, mortgagee not liable for acts of trespass by, 1641.
- mortgagee, how far bound by acts of, 1610, 1630, 1632.
- negligence by, in not inquiring for title deeds, 944.
- partially interested, redemption by, 1600, 1603.
- patent, of, may sue for infringement, 1629.
- possession, in, rights and liabilities of, 1629—1632.
 - restrained from waste, 1629.
- production of deeds and documents by, 68, 69.
- receivership order, effect of, on possession of, 1629.
- redemption, right of mortgagor to, 1597—1599.
- renewal of leases by, 1584.
- rent, payment of, in advance, to, 1631.
- sale by, purchaser entitled to separate conveyance to keep mortgage on foot, 1872.
- set off of costs of, by resistance of right to redeem, 1613.
- solicitor-mortgagee not fixed with constructive notice through, 1750.
- solicitor of, paying off debt, account against, 1634.
 - retainer of deeds by, for costs, 1612.
 - taxation of bill of, 247, 252.
- specific performance against, of agreement to grant lease, 1632.
- timber, right of mortgagor to fell, 480, 1629.

MORTMAIN. *See* CHARITY.

- Act, 9 Geo. II. c. 36, and amending Acts, 1136—1138, 1143, 1145.
- validity under, of gifts by deed or will, 1137—1146.
- charities exempted from operation of Acts, 1136.

MOTHER,

- custody of child given to, [877, 879], 884.
- guardianship, entitled to, 845, 847, 848.
- maintenance of children, duty of, 853, 854.
- religious education entrusted to, 846.

MOTION. CHAP. XXIV., 343—347.

- abandoned, order on, for costs, [343], 347.
- administration judgment on, 345.
- agreement of parties enforced by, 345.
- amendment of judgment or order, for, 167.
- appeal, for leave to, by person not a party, 727.
- appeal from order made on, 730.
- appeal pending, original motion in, 727.
- application by, 344.
 - to judge who does not sit in chambers, 279.
- award, to set aside, 373.
- compromise, to enforce, 345.
- costs of, 346, 347.
 - abandoned motion, 347.
 - given though not asked for, 346.
 - reserved, 347.
 - rule as to, where order silent, 346.
 - when standing to hearing, 347, 455.
 - standing over to trial, when action dismissed, 123, 222.
 - unopposed, 260.
 - when for an indulgence, 347.
 - where summons sufficient, 156, 277.
- default in appearance, after, 345.
- discharge of order made in chambers, for, 724, 725.
 - time for, 724.
- dismissal of action for want of prosecution, for, 120.
- evidence on, 345.
 - after motion opened, 458.
- ex parte*, procedure by, 109, 345.
- frivolous applications in pending actions, order preventing, [344].
- further consideration adjourned on, [160], 160.
- further evidence, for leave to use on appeal, 735.
- injunction, for, 457. *See* INJUNCTION.
 - dissolving or continuing injunction on, [627], 628, 629.
 - evidence on, 458.
 - ex parte*, *uterrima fides* required, 629.
- Judicature Acts, not affected by, 344.
- minutes of judgment, to vary, [163], 164, 165.
- notice of, when necessary, 344, 345.
 - affidavit of service of, 20, 150.
 - amendment of, 344, 345.
 - appeal, on, 728.
 - filing, in default of appearance, 345.

MOTION—*continued.*notice of—*continued.*

- motion adjourned in order to give, 345.
- service of, 345, 346, 367.
- irregularity in, 345.
- on solicitor or London agent, 346.
- short, when allowed to be given, 345, 346.
- undertaking to accept, 451, [452, 455].
- of course, procedure by, 105, 391.
- order on, [343].
 - and cross motion, [343].
- original, in pending appeals, 727.
- payment into Court, for, of money found due by certificate 286.
- receiver, for, 344, 345, 651. *See* RECEIVER.
- for leave to, to distrain, adjournment of, 286.
- refused, [343].
- review of taxation, for, irregular, 257.
- saving, 345.
- standing to hearing, 346, 455.
- stay of proceedings, for, pending appeal, 745.
- treated as the hearing, [453], 540 (*add.*).

MOTION FOR JUDGMENT, CHAP. XIII., 154—158.

- admission in pleadings or otherwise, on, 156, 157.
- after trial of issue, 327, [326].
 - before referee, [146, 363].
- default of pleading, in case of, 155.
- defendant cannot set down action on, 130.
 - but may on counterclaim, though action dismissed for want of prosecution, 150 (*add.*).
- District Registry, in action proceeding in, 152.
- evidence by affidavit on, 136, 156.
- hearing of, 155, 157.
- infant defendant, against, 156.
- judgment on, usual forms of, [154, 155].
 - against some defendants only, [154].
 - defendants not competent to consent, submitting to, [154].
 - in default of defence or appearance, 150, [154].
 - may be obtained, in what cases, 155, 156.
 - referee, after trial before, 308.
- notice of, filing, after default of appearance, 156.
- setting down action on, 155, 157, 158.
 - action proceeding in District Registry, 158.
 - after a year, not without leave, 158.
 - where special case disposes of whole action, 318.
- "short," marking, 157.

MUNICIPAL CORPORATION. *See* CORPORATION.

- discovery by, 59, 63, 77, 373.
- freemen, charitable property belonging to, 1095.
- freemen of borough, compensation to, for common rights, 2029.
- trustee of charity, 1100, 1115, 1120, 1122.

MUSICAL COPYRIGHT, 581.

NAME.

- business, injunction against carrying on, without clearly distinguishing it from plaintiff, 450 *add.*
- company, of, use of, when protected by injunction, 546.
- right to use, in suing, 502, 608.
- firm, of, injunction against using, 467, 546, [500], 593 (*add.*).
- right to use, after dissolution, or as part of goodwill, 544, 592, 593.
- particular house, of, not the subject of an injunction, 546.
- partners, discovery of names of, [55], 56, 57.
- right to use own name in trade, 545.
- vendor, of, injunction to restrain purchaser of business from using, 464.

NAME AND ARMS CLAUSE, 1452.**NATIONAL DEBT ACT, 1870. CHAP. LX., 2086—2089.**

- advertisement under, notice when to be given by, 2088.
- evidence of identity, what requisite, 2088.
- inquiry under, as to persons entitled to fund, [2006].
- lunatic, transfer to account of pauper, 2087.
- petition under, 2088.
- costs of, 2088.
- service of, 2089.
- trustee and beneficiaries must be before the Court, 2088.
- second claimant, remedy of, 2088.
- second petition, where first dismissed, 2088.
- transfer and payment, order for, without previous inquiry, [2006], 2088.
- order for, after inquiry, where stock in name of trustee, [2006], 2088.
- order for, to second claimant [2007].
- unclaimed dividends and stock, provisions as to, 2087—2089.
- accumulations of, claimant not entitled to, 2088.
- list of, right to inspection of, 2087.

NATIONAL DEBT COMMISSIONERS.

- vesting right to cash carried over to, [1075].

NATURALIZATION ACT, 1870.

- proving declarations of nationality under, 139.

NAVIGABLE STREAM.

- obstruction of, restrained, [511], 513.

NE EXEAT REGNO, CHAP. XXX., 449—451.

- discharged on defendant giving security, [449].
- with costs and inquiry as to damages, [450], 451.
- object of, and how obtained, 450, 451.
- clear evidence required, 450.
- must be for ascertained sum, 450.
- order for issue of writ of, [449].
- undertaking as to damages usually required on application for, 451.
- writ of, in specific performance action by vendor, 1900.

NECESSARIES.

- infant, for, inquiry as to, [834]. *And see* INFANT.
- proof for, in administration action, 1219.
- lunatic, for, proof for, in administration action, 1218.
- wife, for, liability of husband for, 779, 780, 792, 1199, 1218, 1219.

NEGLIGENCE,

- arbitrator when liable for, 360.
- breach of trust, when amounting to, 959, 960.
- costs occasioned by, 225, 262.
- creditor, of, discharge of surety by, 1790.
- escape of water, by, liability for, 513, 514.
- estoppel by, in not ascertaining contents of deed, 1923.
- next friend, of, infant not to suffer by, 830.
- partner, of, liability of co-partner for, 1805.
- referee not liable to action for, 360.
- set off of claim for, 1157, 1159.
- solicitor, liability of, for, [941], 944, 1159. *See SOLICITOR.*
- surety, discharge of, by creditor, 1790.
- trustee, liability of, for, 959, 960, 963, 964.
 - in not getting in funds or debts, 960, [973, 973], 978.
 - in not renewing policy, 961.
 - in paying money on faith of forged certificates, [1919], 1920.

NEGOTIABLE SECURITIES,

- deposit of, in Court, [177—179], 184.

NEGOTIATING SECURITIES,

- injunction against, [616], 617.

"NEPHEWS,"

- gifts to, 1327.

NEW SOUTH WALES,

- receiver of real estate in, [681].

NEW TRIAL,

- motion for, to be to Court of Appeal, 443, 444.

NEW TRUSTEE. *See* TRUSTEE; TRUSTEE ACTS.**NEWSPAPER,**

- copyright in, 579, 582.
- injunction to enforce proprietary rights in, 539, [540].
- publication of articles in, contempt of Court by, [405], 407.
 - injunction to restrain comments by, on pending proceedings, [587], 588.
- receiver of, appointment of, 665.
- share in, foreclosure of mortgage of, 1820.

NEXT FRIEND,

- of infant, 823—826.
 - appointment of, in room of deceased, [820].
 - in place of one discharged, [822, 823].
 - in room of one living, on giving security for costs, [820].
 - who may be appointed, 824.
 - consent by, 820.
 - to take evidence by affidavit, 824.
 - when binding on infant, 112, 824, 834.
 - consent, not to be added without his, 42.
 - costs of, [823, 823], 826.
 - liability for, 822, 824, 826.

NEXT FRIEND—continued.

of infant—*continued*.

discharge of, [823].

discovery by, 824.

fitness of, inquiry as to, [823].

inquiry whether action by, beneficial to infant, [823], 824, 825.

married woman incapable to act as, 751, 824.

negligence of, infant not to suffer by, 830.

new next friend, [823], 825, 826.

Partition Act, may request or undertake under, 869.

powers of, 824.

receiver, ineligible as, 653.

removal of, 820, 825, 826.

security for costs by, 820, 824, 826.

written authority, to be signed by, authorizing proceedings, 824.

of married woman, 750, 751. *See* MARRIED WOMAN.

NEXT OF KIN,

advertisement for, 1329.

appointment of person to represent, [106], 109, 1325.

costs of ascertaining class of, 1329.

Crown entitled in default of, [1385], 1387.

dispensing with service on, 1329.

gift to, after life interest, 1328.

inquiries who are, [1237, 1231, 1233], 1325, 1327, 1328. *And see* INQUIRY.

under foreign law, [1329].

meaning of "next of kin" and similar expressions, 1327, 1328.

money converted into land for purposes which fail, right to, 1308.

residue declared distributable amongst, [1347].

when bound to refund, 1397.

"NIECES,"

gift to, 1327.

NOISE AND VIBRATION,

injunctions against, [321, 322, 323], 527.

NUN COMPOS MENTIS,

appearance by, 827.

consent on behalf of, as to mode of taking evidence, 92.

guardian *ad litem*, assignment of, to, [820, 821], 827.

discharge of, 821.

guardian of person and estate of, appointment of, 838.

Latus nuncius to bring up person alleged to be, 890.

inquiry if person is, after guardian *ad litem* appointed, 821.

as to competency of alleged, 824.

maintenance, jurisdiction to allow, when property small, 855.

partisan action, party to, 1554, 1570.

partner, agreement by, set aside, 1795.

partner, exclusion of, not justifiable, 592.

service of writ on, 15.

service on, of notice of judgment, [281].

special case, concurring in, 320.

trustee, appointment of new, in place of, [1072], 1077, 1078. *And see* TRUSTEE ACT.

NONCONFORMIST CHAPELS,

injunctions in reference to, 611—613. *See* CHAPEL.

NON-CONVERSION,

breach of trust by, 960, [972, 973], 978.

NOTARY,

affidavits sworn before, 98.

colonial, &c., may administer oaths in Chancery, 98.

consul acting as, abroad, 98.

documents authenticated by, 202, 203.

verification by, of signature of power of attorney executed abroad, 203.

NOTES,

documents, of, right to take, 71.

NOTICE,

admission of facts, as to, entering, in order, 128.

appeal, of, 724, 728, 729, 736, 737.

appointment, of, for settling judgment or order, 163.

assignment, of, effect of, as against charging order, 428.

as against garnishee order, 433.

attachment, of, 384.

charge, of, on fund brought into Court, 422.

constructive, when imputed, 916, 918, 961, 1749—1761, 1856, 1857.

cross-examine, of intention to, 93.

deposit of policy, of, to be given to insurance society, 1668, 1748.

discontinuance, of, 116.

dissolution of partnership, of, 1796, 1798, 1807, 1808, 1823.

documents or copies, to admit, 142.

form of entering, [128].

equitable interest, of dealings with, 961.

facts, to admit, 143.

firm, to, when sufficient, 1821.

further consideration, of, 316.

injunction, of, what sufficient, 166, 379, 456, 633.

judgment or order, of, 169.

service of, 169, [280], 283, 1250. *See* JUDGMENT.

lodgment in Court, of, 183, 185.

mortgage, to pay off, 1610.

motion, of, 344, 345. *See* MOTION.

leave to serve, [452], 457.

service of, in case of attachment, 387.

partition action, of judgment in, dispensed with, [1545], 1555—1557.

payment into Court, of, 183, 185.

policy, of assignment of, 1668, 1748.

priority by giving, 961, 1742.

proceedings in chambers, of, 273.

proceedings, of, in creditor's action, 1217.

production of documents, for, 66.

quit, to, by receiver, 675.

real estate, as to charges on, 1664, 1749.

recital, by, 1749.

registration, effect of, as, 1753.

NOTICE—continued.

- service of notice of proceedings, 282. *See* SERVICE.
- sub-purchase, of, does not constitute vendor trustee, 1845, 1872.
- telegram, by, 379, 456, 633.
- tenancy of, as between vendor and purchaser, 1751, 1844, 1891.
- time, of, the essence, when made by, 1847, 1848.
- transferee of fund, to be given to, [418].
- treat, to, by railway company, enforcement of, 1835.
 - injunction against proceedings on, [593], 596.
 - service of, 133.
- trial, of, 130, 327.
 - dismissal of action in default of giving, [119], 120, 122.
- trial by jury, of desire of party for, 326.
- trustees, to, of charge on equitable interest, 961.
- vendor, to, of charge on agreement, 1845, 1846, 1872.
- writ, of, to party out of jurisdiction, [11], 19.

NOVEL,

- copyright in, [574], 580.

NUDUM PACTUM,

- will not be specifically enforced, 1842.

NUISANCE,

- abated before hearing of action, 528 (*add.*).
- adding plaintiffs in action for, 43.
- "annoyance" and "grievance," meaning of, 525.
- appeal from summary orders as to, 722.
- apprehended, injunction, *quia timet*, against, 527 (*add.*).
- bell-ringing, by, 526.
- blasting operations, by, 523.
- brick-burning, by, [520], 524, 525.
- carpet beating, by, 525.
- cement, chemical and manure works, by, 520, 525.
- club, noise from, [523].
- covenant, contrary to, [523], 525.
- damages, inquiry as to, costs of, 528.
- dangerous trade or occupation, by, [523], 526.
- defined, 525.
- discovery in action as to, 527.
- electric current, by discharge of, 514 (*add.*).
- experiments, leave to enter on premises to make, [524].
- fire-arms, from testing, [523].
- fireworks, by, [523].
- fried fish shop, by, 526.
- gasworks, by, 523, 525, 533.
- horses, by keeping, [521], 527 (*add.*).
- injunction to restrain, [520—524], 524—528.
 - acquiescence, effect of, 526, 527.
 - apprehended nuisance, 527.
 - damage, actual and permanent, must be shown, 524, 527.
 - form of, 520, 528, 529.
 - locality, circumstances of, considered, 524.
 - mandatory, as to user of drain, 462.

NUISANCE—continued.**injunction to restrain—continued.**

- public bodies, against, 527.
- suspension of, 532, 533, 534.
- temporary nuisance not restrained, 525.
- where defendant claims right to commit, 525, 532.
- inquiry as to, [530].
- issue as to, 333.
- landlord, liability of, for nuisance by tenant, 528.
- local board, by, injunction against, [528, 529], 531, 532.
- manufacture, by, injunction against, [530], 533.
- manure works, by, 526.
- mineral works, by, 520.
- noise and drainage from stables, by, [521].
 - carriages, &c., drawing up to club after midnight, [522].
 - judgment after report of special referee, 522.
- noise and vibration, by, 526.
- noisy entertainment, by, [523], 527.
- offensive occupations, injunctions against, [521—523].
- pollution of river, injunction against, [523—531].
- prosecution for, 527.
- provisional order, under exercise of powers conferred by, 527 (*add.*).
- Public Health Act, 1875..527.
 - summary proceedings under, 527.
- reference and report as to, [521], 527.
- rifle range, by, [523], 526.
- Rivers Pollution Act, 1876..531.
- sewage, by, restrained by injunction, [523, 529], 531, 532.
 - dismissal of action for, on undertaking, 530 (*add.*), 532 (*add.*).
- skittles, by, 526.
- small-pox hospital, by, [521], 524, 526, 527.
- smoke and vapour, by, 523, 524, 525, 526.
- special or official referee, question of, referred to, [521], 527.
- stables of tramway company, by, 527 (*add.*).
- statutory powers, in exercise of, 527, 532.
- steam-hammer, by, [522], 526.
- summary relief against, 527, 532.
- undertaking to continue precautions against, [521].
- urinal, by use of, 526.
- vibration, by, [522].
- way, right of, used so as to create, 508.
- weights, by storing, on upper floor, 462, [521].

NUNC PRO TUNC,

entering order, 166.

OATHS. See AFFIDAVIT; COMMISSIONER; WITNESS.

arbitrator may administer oaths, 354, 357.

OBJECTIONS,

taxing-master's certificate, to, [256], 257.

OCCUPATION,

- inquiry as to, in administration action, [1274, 1309].
- in specific performance action, [1868].
- rent, charging, against devisee or heir in dower suit, [806].
- against mortgagee, [1623], 1635, 1636, 1638—1640.
- in action for specific performance, [1865], 1870.
- in action to rescind contract, 1916.
- in administration action, [1309].
- in partnership action, [1803].
- inquiry what ought to be charged, [1565].
- on share, in partition action, [1641], 1657, [1665].
- receiver, paid to, 674.
- rests in account of, 1621, 1638.
- value to be set by way of, [1309].

OFFENSIVE OCCUPATIONS,

- injunctions against, [521—523].

OFFICE,

- receiver of profits of, appointed, 665.

OFFICE COPIES,

- orders and judgments, of, 135, 136, 181.
- orders and judgments of other Courts, of, 174.
- sealed with seal of Central Office, 138.

OFFICIAL ACTS AND ORDERS, 137, 138.**OFFICIAL LIQUIDATOR,**

- appeal by, in winding up, 727.
- discovery by, 59, 64.
- solicitor to, 917, 923.

OFFICIAL REFEREE, 362—368. *See* REFEREE.**OFFICIAL SOLICITOR,**

- prosecution of proceedings by, 283.
- service on, of order, as to funds not dealt with, 181, 1323.

OFFICIAL TRUSTEES OF CHARITABLE FUNDS. *See* CHARITY.

- payment or transfer of cash to, [193, 194, 1106—1108], 1113.

OFFICIAL TRUSTEE OF CHARITABLE LANDS, [1087], 1105, 1113.

See CHARITY.

OMISSIONS,

- accidental, in judgments or orders, correction of, 167, 168.
- in performance of contract, inquiries as to, [1150].

OPENING ACCOUNTS,

- grounds for, 1178, 1179.
- order for, 1636.

OPENING BIDDINGS, 297, 298.**OPENING FORECLOSURE, 1650, 1651, [1655], 1658.**

OPINION (JUDICIAL), [1007, 1008], 1009, 1010. *See* LAW OF PROPERTY AND TRUSTEES RELIEF AMENDMENT ACTS.

OPTION,

- conversion of property by exercise of, 1308.
- power of trustee to give, 959.
- sale with option of repurchase, not a mortgage, 1583.
- specific performance of, 1835, [1885].

ORDER. *See* JUDGMENT.

ORIGIN,

- domicile of, 1334, 1335.

ORIGINATING SUMMONS,

- accounts, for, 275, 1248.
- action, originating summons is, 3, 7.
 - scus*, within Conveyancing Act, 1881, s. 14. .276 (*add.*).
- administration, for, 276, 1189, 1197, 1248, 1249.
- advertisement of, service by, [10].
- appeal from order made on, 7, 729.
- appearance on, 279, 827.
- ascertainment of class, for, 275, 1248.
- costs of non-attendance, 273.
- costs out of estate, can be given in proper case, 276, 1248.
- County Court, for removal of plaint from, [709].
- creditor's action, judgment in, 1187.
- Crown, against, 1249.
- disputed debt, not appropriate for recovery of, 1248.
- District Registry, removal from, 700.
- female plaintiff, description of, 273 (*add.*).
- foreclosure, for, 276.
- forfeiture of lease, for relief in respect of, 276 (*add.*).
- further consideration of, 317.
- Guardianship of Infants Act, 1886, under, 847.
- judgment on, form of, [1187].
- jurisdiction of Court, 276, 1248.
- mortgages, for relief in respect of, 276, [1577], 1582.
- parties to, 1250.
- payment into Court, for, 275, 1248.
- preparation of, 279.
- priorities, questions as to, not to be determined on, 276.
- process of contempt on proceedings by, 278.
- questions affecting rights of creditors, legatees, &c., as to, 275, 1248.
 - arising in administration of estates, as to, 276, 1248, 1249.
- real estate, for administration of, 1248, 1249.
- receiver may be appointed on application by, 276.
- reconveyance or redemption, for, 276.
- release not to be set aside on, 276, 1913.
- sealing, 279.
- service of, 273, 276, 279, 1250.
 - out of jurisdiction, cannot be ordered, 19.
- simple questions, intended for determination of, 276, 1248, 1249.
- third party procedure not applicable to, 131, 279.
- transfer of, to proper Judge, [696].
- wilful default not chargeable on, unless by consent, 986, 1248.

OUTFIT,

of infant ward on marriage, orders for, [893], 894.

OUTSTANDING ESTATE,

account of, 1184.

apportionment of, by executor, [1228].

breach of trust by neglecting to get in, 960, 961.

duty of executors as to, 960, 961.

getting in and investing, 1188, [1316—1318], 1319, 1320. *And see ADMINISTRATION.*

receiver of, appointed where executor insolvent, 1320.

where legatee may sue in respect of, 1320.

OVEN,

injunction against using, 476.

OVERCHARGE,

taxation after payment on ground of, 248.

OVERPAYMENT,

beneficiary, of, by trustee, 967.

mortgagee, of, 1614, [1633], 1637, [1662, 1763].

tenant for life, to, 1413, 1422.

OVERSEERS,

action for account by, [1170], 1174.

priority of pariah as creditors, 1200.

OWELTY OF PARTITION, [1566], 1568, 1569. See PARTITION.**OYSTER FISHERY,**

account against oyster meters, 1170.

issue as to rights of oyster meters, 335.

right to, established, and enforced by injunction, [628].

PALATINE COURT. See LANCASTER.**PAPERS. See DOCUMENTS.**

delivery of, on appointing charity trustees, [1106].

Judges, for use of, 733.

in Court of Appeal, 734.

lien, solicitor's, on, 919—925. *See SOLICITOR.*

solicitor's, special directions as to, [642, 643].

PARAPHERNALIA,

retainer of, by widow executrix, 760.

PARISH CHURCH,

production of *cestui que vie* at, [1494].

PARISHIONERS,

gift to, 1121, 1140.

PARLIAMENT,

Act of, form of entering, as evidence, [125].

application to, restrained, 603.

PARLIAMENT—*continued*.

- charity regulated by Act of, 1096.
- funds or rates, expenditure of, in promoting bill, restrained, [599], 603.
- guardian to watch proceedings before, on behalf of infant, [842].
- member of, enforcement of order against, 633.
- committal of, for contempt, 634.
- privilege of, from arrest, 372.
- trustees or guardians to apply for or oppose special Acts of, [842, 865], 870, [1000], 1006, 1008.
- draft of bill to be settled by Judge, [865].

PARLIAMENTARY BUSINESS,

- taxation of costs of, 262.

PARLIAMENTARY DEPOSITS, CHAP. LV. 2053—2063.

- affidavit, verification of signature of petition by, when required, 2058.
- application of, 2059.
 - abandonment of railway, on, 2061, 2062.
 - declaration as to, and inquiry as to creditors, [2055, 2056], 2060.
 - Life Assurance Companies Acts, under, 2063.
 - Tramways Act, 1870, under, [2056, 2057], 2062, 2063.
- chambers, applications when to be made in, 274.
- costs of unopposed petition for payment out of, 2062.
- costs payable out of, 2063.
- expenses of obtaining Acts, inquiry as to, [2055].
- investment of, 2058.
- lenders of, rights of, on winding-up of railway company, 2058.
- meritorious and non-meritorious creditors, distinction between, no longer exists, 2060.
- Parliamentary Deposits and Bonds Act, 1892 (55 & 56 Vict. c. 27), provisions of, 2059, 2060.
- payment of deposit out of Court, [2053], 2057, 2058.
 - on certificate of Board of Trade of half capital paid up, [2053].
 - on certificate of execution of bond under special Act, [2053].
 - inquiries directed on petition for, [2054, 2055].
 - petitioners, to nominees of, 2058.
 - seal of company to petition for, when required, 2058.
 - surviving depositors, to, after advertisements, and without further public notice, [2054 (*add.*)].
- payment or transfer into Court of, 2057, 2058.
- receiver, payment to, 2059.
- special provisions as to, in Railway or Tramway Acts, 2058, 2063.
- Standing Orders, provisions of, as to, 2057—2060.

PAROCHIAL,

- charities, apportionment of, [1065], 1086, 1114.
- gifts for, validity of, 1084, 1095, 1139.
- scheme for poor of parish, 1084.
- registers, extracts from, 137, 1056.

PARTICULARS,

- damages, of claim for, 66 (*add.*).
- highway, of dedication of, in action of trespass, 486.
- patent, of breaches of, order for, [554, 557].
- of objections to, order for, [557].

References to the Forms are printed thus [456].

PARTICULARS—continued.

- pedigree, of, 37 (*add.*).
- pleadings, in, 36, 37.
 - dismissal of action in default of delivery of, 37 (*add.*).
 - further and better, order for, [82].
 - further statement of counter-claim, [81].
 - object and nature of, 36, 37.
 - when ordered before discovery, 37.
- property, of, on sale by Court, 293.
- trust fund, of, declared, [1494].

PARTIES,

- absent parties, service of order on, 1238, 1251, 1329.
 - of writ or notice of it out of jurisdiction, [11—14, 17—19].
- account, attending taking of, 1158.
- adding, by amendment at hearing, 42.
 - by amendment of writ or pleadings, orders for, [41, 42].
 - by service or notice of writ, [13, 41].
- adding, substituting, or striking out, practice as to, 42—44.
 - order substituting public officer of banking company, [108].
- administration actions, to, 1250—1252, 1254.
 - against estate of deceased partner, 1829.
- administration, party entitled to take out, joined, 43 (*add.*).
- appeal, entitled to, 726, 727.
- boundaries, to action to ascertain, 1574.
- breach of trust, in actions for, 970, 971.
- change of interest of, 101—119. *See* CHANGE OF PARTIES.
- costs as between, taxation and payment of, [217]. *See* TAXATION OF COSTS.
 - payment of, by plaintiff, further costs out of fund, 217.
 - on appeal, [717].
 - by defendant, further costs adjourned, [1951].
 - further costs out of fund, [318].
- creditors' actions, to, 1196—1198.
- declared trustees, [1057] *seq.*
- discovery, entitled to, 58, 63.
- foreclosure actions, to, 1583, 1599—1602, 1645, 1733.
 - change of, after judgment, [1729].
- inquiry as to, in partition action, [1535—1537, 1539, 1540], 1551, 1555, 1556.
- insolvent, security for costs by, 29.
- joinder of, as plaintiffs, 41 (*add.*).
- married women, to actions by, and against, 750, 752.
- next of kin, 1329.
- partition action, to, 1550, 1555—1557.
- petition of right, to, 349.
- redemption action, to, 1599, 1600, 1645, 1733.
- representation of numerous parties, [107], 108—110, 1251, 1321, 1325.
- representative, appointing and dispensing with, [107, 108], 109, 110.
- representatives of deceased representatives, when to be made, 1196, [1272, 1273], 1277.
- served with notice of judgment, 1250.
- solicitors, not to be made, for purpose of costs, 35.
- special case, to, 320, 321.
- trustees, to actions, by and against, 970, 971.

PARTITION, CHAP. XLVI., 1533—1574.

- acknowledgment as to title deeds under Conveyancing Act, 1559.
- admission of plaintiff's title, inquiries directed on, 1556.
- admissions in pleadings, order on, 157.
- adoption of agreement for sale of infant's property, 1542.
- advertisements, on dispensing with service, [1544, 1545], 1555—1557.
- advowsons, of, 1550, [1566].
 - alternate presentations, [1566].
 - sale, presentation to be by lot, [1567].
- agreement, partition in accordance with, 1566.
- allowances, account of rents with, [1540], 1557, [1565].
- alternative order for sale or partition, [1543].
- boundaries, commission to ascertain, [1571, 1572], 1573. *See* BOUNDARIES.
- chambers, partition in, [1543], 1561, 1568.
 - on further consideration, with direction as to deeds, [1559, 1560].
 - sale on application in, [1533—1538], 1551.
 - subject to inquiries, [1559].
- charges, partition subject to, [1561, 1562].
- commission, partition by, with special inquiries and directions, [1561].
 - lands in colony subject to rent-charges, of, [1562].
 - practice on, 1568, 1569.
- commissioners, naming, order for, [1563], 1568.
 - order for, to make return, [1563].
- commissioners' certificate confirmed, [1564].
 - practice as to, 1568, 1569.
 - quashed, [1564], 1568.
- committee of lunatic appointed to convey [1564].
- Commons Act, 1876, award under, 1570, 1571.
- conversion by judgment for sale under Partition Act; 1552.
 - equity to re-conversion under Settled Estates Act, 1552.
 - interests of persons under disability, 1552.
- conveyances, mutual, where parties under disability, [1561], 1569, 1570.
- copyholds, jurisdiction of Court to partition, 1550.
- costs of, 1558.
 - disability, of parties under, charged on shares, [1542], 1558, [1560, 1567], 1569.
 - discretion of Court as to, under sect. 10., 1558.
 - issue of commission, not formerly given till, 1558.
 - now given up to as well as after hearing, 1558.
 - shares, several, in respect of, 1558.
 - shares, to be borne rateably in proportion to, [1559, 1562].
 - taxation of, [1546], 1558.
 - title deeds, of action to recover, included, [1549].
 - where title improperly disputed or parties sever in defence, 1558.
- County Court, jurisdiction of, to order, 1552.
 - transfer of proceedings from or to, 1552.
- declaration of rights of parties, [1535, 1538, 1543, 1559].
 - sale, as to, being more beneficial than partition, 1556.
- deed of partition, by, 1550, 1570.
- deeds, production of, where partition directed, [1559], 1570.
- defence, default of, in partition action, 1551.
- discretion of Court as to ordering sale, 1552.
 - of trustees not interfered with, 1551.

PARTITION—*continued*.

- disputed title, partition action to try, not to be brought without leave, 1551.
- distribution of proceeds of sale, 1557.
- district registry, action in, 1551, 1556.
- election, request for sale by infant does not operate as, 1552.
- equality of partition, allowance for, [1566], 1568, 1569.
- further consideration of action for, 1556.
- Inclosure Acts, partition under, 1569—1571.
- incumbrances, inquiry as to, [1534, 1536, 1538, 1540], 1569.
- infant, action by or against, 831, 834, 869, 1551, 1554, 1555. *See* INFANT.
 - declared trustee, [1543], 1561, 1569.
 - request for sale by, [1542], 1552, 1554, 1568.
 - title deeds of, directions as to, [1559], 1570.
- inquiry as to persons interested, [1533—1537, 1539, 1540], 1551, 1555, 1556, [1969].
 - as to settlements of shares, [1539].
 - special, as to shares of parties, [1565].
 - whether contract for sale beneficial, [1542].
 - whether sale beneficial, [1535, 1536], 1539.
- joinder of action for, with other causes of action, 1551.
- jurisdiction in equity to order, 1549, 1560.
 - under Partition Acts, 1868, 1876..1552, 1553.
- leaseholds, of, right to, 1550.
 - parties to action for, 1555, 1556.
- leases, inquiry as to, [1565].
- legal questions not decided in action for, 1551.
- lunatic, partition of property of, 1554.
- lunatic party declared trustee, vesting order, 1569, 1570.
 - action by, 1554.
- manors, of, 1550, 1566.
- married woman, request for sale by, 1554.
- metes and bounds, partition by, [1561, 1563].
- mortgaged lands, of, [1535], 1553.
- mutual conveyances, directions for, [1559—1561], 1569, 1570.
- non compos*, action by, 1554.
 - party, declared trustee, 1570.
- notice of judgment, service of, 169.
 - dispensing with, [1546], 1556—1557.
- occupation rents, accounts of, and inquiries as to, [1541, 1565].
 - charged on particular shares, [1541], 1557.
- owely of partition, [1566], 1568, 1569.
- part of property, of, [1548], 1552.
- parties to action for, 1550, 1555—1557.
- payment of purchase-money into Court, [1533, 1545], 1556.
- payment out to trustees, [1547].
- presentation to living, directions as to, [1566].
- receiver, when appointed in partition action, 659.
- recovery of land, partition action is not action for, 1551.
- rent-charges, partition of, 1550.
 - partition subject to, [1562].
- rents, accounts and inquiries as to, [1540, 1541], 1557, 1568, [1565].
- repairs and improvements, allowance for, [1540], 1557, [1565].
- representative parties, 1555, 1556.

PARTITION—*continued.*

- right to, in general, 1549, 1550.
- sale under Partition Acts, 1868, 1876..1554 *et seq.*
 - action for, need not pray partition, 1552.
 - advertisements, after, in lieu of service, [1545].
 - alternative order for, on result of inquiries, [1549].
 - at hearing, 1555.
 - at request of persons entitled to less than a moiety (sect. 3)..[1537, 1538].
 - at request of persons interested in a moiety (sect. 4)..[1533, 1540], 1553.
 - certificate, before, irregular, 1556.
 - contract for, adoption of, [1542].
 - conversion, judgment operating as, 1552.
 - discharge of purchaser, where proceedings irregular, 312.
 - distribution of proceeds of, [1544].
 - immediate, order for, 1538, 1555, 1556.
 - incumbrancers, with consent of, [1538].
 - infant's share, on undertaking to purchase, and valuation, [1542].
 - jurisdiction to order, under sects. 3, 4, 5 of Act of 1868..1553.
 - no jurisdiction formerly to order, 1552.
 - liberty to apply in chambers for, [1534, 1536, 1540, 1541].
 - liberty to bid at (sect. 6)..[1539, 1543], 1544, 1554.
 - and to set off purchase-money, [1543].
 - or make proposal for purchase, [1544].
 - of part, and partition of part, [1543], 1552.
 - out of Court, at request of beneficiaries (sect. 8)..[1546], 1555.
 - by trustees, [1546].
 - request for, by married women, infants, &c., 791, [1542], 1552, 1553 *et seq.*
 - set off of purchase-money of part against share of whole purchase-money, [1543], 1557.
 - subsequent, participation in proceeds of, 1557.
 - subsequent to advertisements, [1545].
- service, 1555—1557.
 - dispensing with, [1545], 1555—1557.
 - liberty to apply to dispense with, [1534, 1537].
 - substituted, of judgment for sale, [1539].
- Settled Estates Act, payment out of sale moneys to be applied under, [1546].
- Settled Land Act, partition under, 1550.
- settlement, partition where share in, [1561].
- taxation of costs in action for, [1546], 1558.
- timber, inquiry as to felling, [1565].
- title deeds, directions as to, [1559, 1560], 1570.
- title, plaintiff's, 1550, 1551.
 - proof of, at hearing, 1555, 1556.
- trust, overriding, effect of, 1550.
- Trustee Act, provisions of, incorporated by Partition Act, 1553, 1569.
 - parties declared trustees under, [1061—1064], 1068, 1069, [1542]. *See* TRUSTEE ACTS.
 - person appointed to convey under, [1061, 1542].
- trustee, appointment of, of sale moneys, [1547].
- trustees, parties declared, [1546], 1569.

PARTITION—*continued*.

valuation, purchase of share at, [1542], 1553, 1554.
 waste, defendant in occupation restrained from, 1557.
 writ of, now obsolete, 1550.

PARTNERSHIP, CHAP. XLIX., 1793—1831.**account**,

administration action by beneficiaries, in, [1626—1629], 1830, 1831.
 custom of partnership followed in taking, 1804.
 dealings and transactions, of, [1795, 1799, 1801, 1802, 1813].
 in action by executors of deceased partner, [1812—1814].
 in action by trustee in bankruptcy of one against executors of other, [1816].
 on dissolution, [1801].
 where partnership set aside for misrepresentation, [1794].
 debts due to partnership, of, [1626].
 evidence on, 1156.
 general action for, must be for dissolution, 1804.
 and surviving partners must be made parties, 1829.
 joint and separate creditors distinguished, 1819.
 lapse of time, when barred by, 1804.
 manager, of salary or allowance to, [463, 1626].
 outstanding liabilities, of, [1794, 1813].
 partnership moneys, of, received by partner, [463].
 profits, &c., of, since partner became *non compos*, [1814].
 right to, when barred, 1804.
 salary due to manager, [463].
 settled account not to be disturbed, [1812, 1813, 1826].
 solicitors, bankers, &c., as to firms of, 1800.
 sums paid in respect of partnership, of, [1794].
 transfer of action for, to Chancery Division, 699.
accountant, reference to, directed, 1801.
accounts, duty of partners to render, 1805.
action by partners, stay of proceedings on failure to declare names, &c., 117.
administration of estate of deceased partner, action for, 1249, [1819, 1826].
 account of partnership business in, [1826].
 of share in partnership, [1826].
 executors of deceased partner, when maintainable against, by beneficiaries, 1829.
 infants interested, inquiry as to taking profits or interest, where, [1827].
 inquiries and accounts as to testator's partnership business, [1826].
 legatees of deceased, by, 1829.
 liberty to prove in, [1794].
 parties to action by beneficiaries, 1829.
 tenant for life and remainderman, apportionment between, [1829].
 where surviving partner is executor of deceased partner, [1826].
admission in pleadings, order on, for inquiries and accounts, 157, 1796.
admission of assets by executor, [1794, 1813].
admission or representation by partner, effect of, 1821.
advertisement of dissolution of, not restrained, 592.
agreement for, enforcing or setting aside, [1793—1796], 1797, 1798, 1837.
 allowance to manager or surviving partner for expenditure or management, 1802, [1813—1815], 1818, [1826].

PARTNERSHIP—*continued.*

- appearance by partners, 25.
- apportionment of profits of, as between corpus and income, [1829], 1830.
- arbitration clause, effect of, in articles, 355, 360, 1811, 1812.
- articles of, construction of, 1806.
- assets of, what are, 1805.
- declarations as to property forming, [1799], 1800.
- assignee of share in, rights of, 1806, 1807.
- at will, when held to be, 1788, 1789, [1812].
- balances due to or from, interest on, 1802, 1811.
- banking, accounts and inquiries as to, 1800.
- Bankruptcy Court, when the proper forum, 1813, 1822.
- bankruptcy of partner, account of dealings subsequent to, [1816].
 - effect of, 592, 1807, 1822, 1823.
 - of all surviving partners, 1818, 1882.
- bequest of share in partnership, 1830.
- books, admissibility of, in evidence, 1804.
- books, production of, in actions by and against partners, 72, 75.
- Bovill's Act, provisions of, 1825.
- capital of, carrying interest, 1811, 1817.
- change in constitution of firm, effect of, 1822, 1823.
- club not a partnership, 593.
- injunction against interference with plaintiff's enjoyment of, [591].
- colliery owners, of, decree for dissolution of, 1802.
- commission and general agents, of, accounts of, 1801.
- company not a partnership within Partnership Act, 1890..1797.
- constructive partners, 1825.
- continuation of, after term expired, 1798, 1799.
 - not ordered by Court, 1797, 1798.
 - except with a view to winding-up, 1797, 1809.
- co-partners, mutual liabilities of, 1821.
 - fraud, where firm has profited by, 1821.
 - receipts for particular purpose, 1821.
- costs not usually ordered till after hearing of action, 1812.
 - payable out of partnership assets, where no fault on either side, 1812.
 - separate, of severing defendants, 264.
- creditor's action against deceased partner's estate, account directed in, 1249, [1819], 1823.
 - dealings with surviving partners, inquiry as to, 1821.
 - effect of, 1822.
 - joint and separate creditors, priorities of, 1822, 1826.
 - surviving partners to be served, 1822.
 - trustee in bankruptcy of surviving partner to be made party, 1822.
 - where assets admitted, [1812].
- creditors, liability of partners to, 1821, 1822.
 - liability of estate of deceased partner to, 1822.
 - liability of *quasi* partners to, 1824, 1825.
 - separate, liability of partnership estate to, 1826.
- custom of partnership, effect of, on accounts, 1084, 1817.
- debts, receiver of, [641].
- decease of partner, accounts after, [1812—1816], 1817—1819.
 - liability of estate of deceased to partnership debts, 1822.

PARTNERSHIP—continued.

- declarations as to partnership assets, [1799], 1800.
 - of rights of partners, [1793—1795, 1804, 1813, 1827, 1828].
 - where partner deceased, [1816].
- deed of, directed to be settled, [1793], 1797.
 - cancelled, [1794].
- definition of, 1796, 1824.
- deposit of deeds with, 1704.
- depreciation of property of, restrained, 592.
- discovery in actions between partners, 72, 75, 77, 1805.
- dissolution of, 1807.
 - accounts on, [1801], 1809, 1811.
 - covenant against parting with possession not broken by, 592.
 - death of partner, by, 1807, 1817, 1818.
 - declaration of, [1794, 1795, 1801], 1802, 1816.
 - effect of, 1808, 1809.
 - execution against partner, by, 379, 1807.
 - injunctions consequent on, [589, 590].
 - insanity, or misconduct of partner, on ground of, 1808.
 - insolvency of firm, on ground of, 1808.
 - judgment for, when made, 1807, 1808.
 - judgment of Court, by, 1807, 1808.
 - notice of, declared void, 1796, 1798.
 - when effectual, 1807, 1808, 1823.
 - profits, declaration as to mode of division of, [1814].
 - return of premium on, [1803], 1810.
 - when it takes place, 1798, 1807.
- duration of, 1798, 1799.
- earnings by partners, when assets, 1805.
- election to charge old or new firm, 1823.
- enforcement of orders against, 371, 372, 1807, 1826.
- exclusion of partner, 592.
- execution against, 371, 372, 1807, 1826.
- executors of deceased partner, actions by and against, [1820, 1813—1816], 1817—1819.
 - carrying on business, liability of, 1314, 1315, 1830.
 - indemnity to, against partnership debts, [1280], 1282.
 - proof by, in bankruptcy of surviving partners, 1818, 1819.
 - rights of, against surviving partners, 1817, 1830.
 - when surviving partners must be sued together with, 1829.
- existing, declared to be, [1795, 1796].
 - inquiry whether, [1796].
- extended, continues on old terms, 1799.
- foreclosure of mortgage of share in, 1697.
- getting in debts of, adversely to receiver, 655.
- goodwill, assignment of, on dissolution, 592.
 - bequest of, assent of executor to, 1829.
 - enforcement of sales and contracts as to, 1797, 1798.
 - inquiries to ascertain value of, 1800, 1827.
 - right to share of, declared, with leave to surcharge and falsify amount, [1800].
 - sale of, as going concern, [640], 1809, 1810.
 - effect of, 468, 592.
 - in consideration of annuity out of profits, 1824.
 - valuation of, ordered, 1800.

PARTNERSHIP—continued.

- indemnity, partner taking, on retirement, when in position of surety, 1823.
 - right to, where partnership set aside, [1794], 1798, [1804].
- infants, entitled to profits, inquiry as to taking interest in lien, [1827].
 - declared entitled to lien, [1828].
- injunction against acting as partner, [588].
 - breach of agreement for dissolution, 544, 592, 1801, 1807.
 - breach of articles, 1793, 1797, 1801.
 - drawing out capital, &c., [588, 591], 1801.
 - intermeddling with assets, [589].
 - opening letters of other firm, [584].
 - removing partnership property, [591].
 - user of name of firm, [590], 591, 1801.
- inquiry as to assets of, [1802].
 - capital and employment of manager, [1814].
 - carrying on business, [1827].
 - damages by breach of articles, 1802.
 - liability of testator as partner, [1280], 1282, [1826].
 - liability on leases, [1815].
 - property of partnership, [1795, 1801, 1802, 1813].
 - sum to be allowed for expenditure, 1802.
 - terms or existence of partnership, [1796].
 - testator's assets in foreign firm and course to be taken, [1827].
- interest, charging, instead of profits, 1811, [1827, 1828], 1830.
 - liberty to apply at chambers for account of, [1815].
 - on balances or capital, allowance of, 1802, 1811, 1817.
 - on sums advanced by partner, 1811.
- interlocutory order on admissions in pleadings, 1796.
- internal regulation of, not interfered with, 591.
- issues as to, 334.
- joint and separate debts, priorities and incidence of, 1822, 1823, 1826.
- jurisdiction in cases of, 1804.
- legacy duty on property of partner, 205.
- lien for purchase-money of share, enforced, 1710, 1820.
 - of solicitor for costs declared on fund in Court, [826].
 - on share of surviving partner who has carried on business, [1828].
- Limitations, Statute of, part payment by one partner after dissolution, 1823.
 - partnership account, right to, when barred, 1804.
- loans to, lender not necessarily a partner, 1824, 1825.
 - postponement of, to other debts, 1824, 1825.
- losses, how borne, 1806, 1809.
- lunacy or bankruptcy of partner, effect of, 592, 1807, 1808, 1818, 1822.
- lunatic partner, judgment in action against, [1814].
- management of, Court will not interfere with, 591.
- manager of, when appointed, 662, 1810.
 - account of salary of, directed, [463].
 - allowance to, 1811, [1813—1815, 1828].
- marine insurance, partnership for, 1797.
- married woman, right of, to sue in respect of interest in, 1750.
- mines, inquiry as to testator's interest in, 1827.
- misconduct of partner, when a ground for dissolution, 1807, 1808.
 - costs occasioned by, 1812.

PARTNERSHIP—continued.

- misrepresentation, partnership set aside for, [1794], 1795, 1798.
 - claim on ground of, not made by writ, 39 (*add.*).
 - or concealment by co-partner, effect of, 1931.
- mortgage of property of, for private debt of partner, 1805.
- name of firm, injunction against using, 467, 546, [589].
 - right to use, after dissolution, or as part of goodwill, 544, 592, 593.
- names of partners, discovery of, [55], 56, 57.
- negligence or fraud, liability of co-partner for, 1805.
- new partners, liabilities of, 1799, 1823.
- newspaper, in, lien on share of, enforced, 1820.
- notice of dissolution, 1796, 1798, 1807, 1808, 1823.
- notice to firm, when sufficient, 1821.
- occupation rent, inquiry as to, [1803].
- ostensible partner, who is, 1824, 1825.
- Partnership Law Amendment Act (28 & 29 V. c. 86), 1825, 1826.
- payment out to partners, named in order as such, [182].
- pre-emption, right of, enforced by and against partners, 1793, 1796, 1797, 1799.
- premises, renewed lease of, injunction against partner carrying on business under, 1801.
 - where business carried on, declared to be assets, [1799].
- premium, return of, 169, [1803], 1810.
 - claim for, not made by writ, struck out, 39 (*add.*)
 - inquiry as to, when directed, 1248.
- probate duty on share of deceased partner, 1831.
- production of books of, 72, 75.
- profits, account of, after dissolution, 1811, [1814].
 - corpus* or income, to be treated as, [1829], 1830.
 - mode of ascertaining, 1805, 1806.
 - participation in, effect of, 1824—1826.
 - presumption of partnership arising from, 1825.
 - separate, by partner, account of, 1805.
- promoters of company not partners, 1797.
- quasi* partners, liability of, to creditors, 1824—1826.
- racehorses, account of winnings of, 1796.
- real estate of, treated as personalty, [1828], 1831.
- receiver of, appointment of, [639—641], 642, 1810. *And see RECEIVER.*
 - directions to, 1800, 1802.
 - getting in debts adversely to, 655.
 - partner appointed as, and manager, 1810.
 - solvent partner appointed, 662 (*add.*).
 - theatrical property, of, [591].
 - writ of assistance in aid of, [376], 1810.
- reference of accounts of, to official referee, [304].
- renewed leases declared assets of, [1801].
- repayment of consideration on dissolution, [1803], 1810.
- rescission of agreement for, [1794], 1795, 1798.
- retiring partners, liability of, 1823.
- salary of partner, computation of, [463], 1811.
 - receipt of, varying with profits, 1825.
- sale of, as going concern, [641], 662, [1796, 1803], 1809.
 - as most beneficial, [1802], 1809.

PARTNERSHIP—continued.**sale of—continued.**

- bankrupt purchaser, order and disposition, 1809.
- of business premises of, [1795, 1799], 1809.
- right of partner to, on dissolution, 1809.
- scope of, co-partners not liable for acts not within, 1821.
- secured creditors, proof by, in liquidation of firm, 1822.
- separate debts, liability of partnership estate for, 1822, 1826.
- service of writ on firm, 15, 16, 1804.
- setting aside, for misrepresentation, [1794], 1795, 1798.
- return of premium, 169, 1803, 1810.
- share in, mortgage of, [1807].
- sequestrators empowered to sell, [387].
- solicitors, of, declaration of rights of, 1794.
- judgment in action winding up partnership, 1800.
- liability of, for misapplication of money, 945, 1821.
- retiring partner, liability of, 946.
- specific performance of agreements as to, [1793], 1797, 1798, 1837.
- staying proceedings in action, in case of agreement to refer, 1801, 1811, 1812.
- stock-in-trade of, inquiry as to, [1813, 1836].
- surcharge and falsify, liberty to, given, 1800, 1801.
- surplus assets, application and distribution of, 1809.
- surviving partner, liability of, to executors of deceased, 1817, 1829.
- carrying on business, allowance to, &c., 1818, 1828.
- when executor of deceased partner, [1828].
- retainer of assets by, if executor, 1817.
- rights of, 593, 1818.
- tenant for life and remainderman, apportionment of profits as between, 1421, [1829], 1830.
- transfer of action for winding-up of, to other branch of Court, 705, 1804.
- trust capital, left in, *cestuis que trust* take profits or interest, 1827, 1830.
- trustee, liability of co-partner for breach of trust by, 966, 967, 1821, 1823, 1830.
- unsound mind, agreement with partner of, set aside, 1796.
- exclusion of partner of, not justifiable, 592.
- wilful default, partner in possession not chargeable for, 1805.
- will, at, 1798, 1799, 1813.
- dissolution of, 1807.
- winding-up of, inquiry as to most beneficial mode, [1801].
- continuance for purpose of, 1808.
- writ of *f. fa.* against, how executed, 377, 1826.

PARTY WALL,

- injunction as to user of, 486.
- inquiry as to damage by erection of, [596].

PASSING AND ENTERING ORDERS, CHAP. XV., 163—168.**PASTURE,**

- injunction restraining interference with rights of, [515, 516].
- sandbanks, of, issue as to injury to, 334.

PATENT,

- account in action as to infringement of, 568, 569.
 - bankruptcy of infringer, effect of, 569.
 - damages or, 568.
 - delay or expiration of patent, effect of, 569.
 - goods manufactured or sold, and profits, of, [549, 565].
 - in Courts of law, how given, 568.
 - joint patentees, between, 569.
 - licensee, against, by assignee of share, 1163, 1172.
 - patentee not entitled to both account and damages, 568.
 - undertaking to keep, [548].
- advertisements, as to, required by law, 1981, 1984.
- alien, grant to, 986.
- amendment on appeal, on terms as to costs, [730].
- application for grant of, how made and dealt with, 1980, 1981.
- assessor, Court empowered to call in aid of, 1938.
- assignment of, 1984.
 - registration of, 2000.
- breaches and objections, particulars of, [557, 558], 560.
 - order for delivery of further particulars, [558].
- comptroller-general, functions of, 1980—1983, 1988.
- consolidation of actions, 706.
- co-ownership of, 551, 1984.
- costs of action as to infringement of, 569.
 - amendment or disclaimer, in case of, 565.
 - judge's certificate, effect of, [567], 569, 570.
 - models, drawings, scientific witnesses, 570.
 - taxation of, 225.
- County Court jurisdiction as to infringement of, 551.
- Crown, right of, to user of invention, 551, 1982.
- delivery up and destruction of manufactured articles, [565, 566].
- disclaimer, leave to amend specification by, [563, 564], 564, 565.
- discovery in action as to infringement of, 55, 73, 77 (*add.*), 562, 563.
 - account, in aid of, [565, 566], 569.
 - damages, in aid of inquiry as to, [566], 569.
 - secret process, as to, 73, 563.
- duplicate of, sealing, 1982.
- duration of, 1982.
- equitable assignment of, 2000.
- examiner of patents, reference to, 1980, 1981.
- expert, law officer may require assistance of, 1981.
- extension of term of, [1984], 1985, 1986.
 - accounts to be produced by applicant for, 1986.
- grant of, 1980—1984.
 - costs, order of law officer as to, [1980].
 - former practice as to, 1982, 1983.
 - opposition to, notice of, 1981.
 - procedure to obtain, 1980, 1981.
- importation and sale of articles made abroad, 550.
- infringement of, injunction against, [548], 549—551, [565].
 - damages by, inquiry as to, [567], 569.
 - measure of, 568.

PATENT—*continued*.**infringement of**—*continued*.

inspection and discovery in action for injunction against, [554, 561],
562, 563.

ordered on interlocutory application, 562.

interlocutory injunction against, [547, 548].

when granted, 459, 460, 549, 550.

issues as to, [554—556].

mechanical equivalents, by substitution of, restrained, [549, 555].

international and colonial arrangements as to, 2003, 2004.

judgment establishing, effect of, 557.

jury, trial of issues by, 556, 568.

known contrivance, for new use of, 550 (*add.*).

law officer, appeal to and functions of, 1981—1983.

licences, 1984.

foreign patent, under, 1984.

patentee may be ordered to grant, 1984.

registration of, 2000.

specified district, to use patent within, 1984.

licensee or agent, action by or against, to restrain infringement, 550, 554,
569.

Master of the Rolls, jurisdiction of, 1983.

novelty, averment of, prior publication, 550, 551.

new combination of old materials, 550, 552.

particulars of breaches and objections, 557—561.

amendment of, 559.

certificate as to proof of, [567], 569.

orders as to, [554, 557—559].

parties to action to restrain infringement of, 551.

Patent Office, registration at, 2000—2004.

process, new, for arriving at known result, 550.

production of documents in action as to infringement of, 563, 569.

prolongation of, [1904], 1985, 1986.

provisional protection, right to, 1981.

public user, evidence of, when necessary, 550.

publication, evidence of prior, 551, 552.

registration of, at Patent Office, 2000—2004.

rectification of register, [2000], 2001—2003.

representative case to be tried, [556].

representative of patentee, grant to, 1980, 1982.

revocation of, 1987—1989.

order for, [1967].

order nisi as to hearing of petition for, [1967].

procedure for, 1988, 1989.

respondent out of jurisdiction, service on, 1989.

trial by jury at assizes, order for, [1937], 1989.

sale of patented article made abroad, 550.

sale of, specific performance of agreement for, 1836.

samples, taking of, authorized on inspection, [561], 562, 563.

scientific assistance, Court may obtain, 568.

scire facias, proceeding by, for repeal of, revoked, 1988.

sealing of, 1982.

rights of applicant previously to, 1981.

PATENT—*continued*.

- secret process, for, 73, 563, 567.
- set-off of damages or costs in action as to, 568, 570.
- specification of, provisional and complete, 552, 1980, 1981.
 - acceptance of, 1981.
 - amendment of, [563, 564], 564, 565, 569, 1983, 1984.
 - pending proceedings for revocation, not allowed, 1988.
 - sufficiency of, 552, [554—556], 1981.
- term of, 1982.
- threatened infringement, injunction against, 560.
- threats of legal proceedings, injunction against, 540, [549], 553, 554.
- trial of questions of fact as to, 556, 557.
- user of, evidence as to, necessity for, 550.
 - when amounting to infringement, 550.
- utility, test of, 550.
 - issue as to, 555.
- validity of, presumption as to, 549, 550.
 - certificate as to, being called in question, [567], 569, 570.
 - issues as to, [554—556].

PATENT OFFICE,

- registration of patents and trade marks at, 2000—2004. *See* **PATENT**;
TRADE MARK.

PATTERNS,

- copyright in, 580.

PAUPER,

- admitting party to sue or defend as, 908, 909.
- appeal by, 740, [908], 909.
- assignment of counsel and solicitor to, 909.
- costs of, 910.
- discharging order for leave to sue as, 908.
- dispaupering, 909.
- executor, action by or against, 1278.
- infant, leave to, to sue as, 824.
- leave for person not a party to prosecute claim as, [908].
- lunatic, [910], 911, 912. *See* **LUNATIC.**
- notice of motion by, 346, 909.

PAUPER LUNATIC, [910], 911, 912. See LUNATIC.**PAYMASTER-GENERAL, 180—185.**

- accountant-general, office of, abolished, 180.
- bringing funds into Court to account of, 182, 183.
- certificate of, as to fund lodged, 181, 182.
- evidence required by, 181.
- funds not dealt with for fifteen years, list of, to be prepared by, 181.
- lodgment and payment schedules for instruction of, 180.
- lodgment of stop order with, 421.
- lunacy, orders in, to be acted on by, 181.
- orders to be acted on by, how drawn up, 180.
- powers of, generally, 180, 181.
- schedules, copies of, to be left with, 180, 183.

PAYMASTER-GENERAL—*continued*.

securities which may be brought into Court, 183, 184.
 time for transfer or payment of funds, 184, 185.
 transfer to account of, how made, 184.

PAYMENT,

by one party to another, order for, [160].
 costs and debts, of, in creditor's action, [1225—1226].
 costs, of, orders for, [211—217]. *See* COSTS.
 instalments, by, [161].
 judgments or orders for, have effect of judgment, 161.
 order for, intended to be registered as a judgment, [958].
 repayment on reversal of order with interest, 162.
 solicitor, to, of debts under £10..203.

PAYMENT AND TRANSFER INTO COURT, 175—185.

account, in action for, 1153.
 administration action, in, when ordered, [1258], 1261, 1262.
 after judgment, 1262.
 administrator *ad litem*, by, of stocks and dividends, [178].
 admission, on, 183, 962, 977, 978, 1153.
 adversely, when ordered, 183.
 appeal, pending, on stay of proceedings, [742].
 balance, of, by executor, [1226], 1227.
 bank books, closing of, 183.
 cash, investment of, [177, 178].
 certificate of chief clerk, on, 183, 186.
 Chancery suspense account, to, in urgent cases, [179].
 charitable funds, of, to account of official trustees, [1169].
 deficiency, to make up, before division, [179].
 deposit of securities, exchequer bills, [171, 184].
 delivery out of deposited securities, [177], 184.
 of other securities passing by delivery, [176].
 of plate, jewels, &c., in box, [177], 182, 184.
 what securities must be deposited in box, 182, 184.
 of securities passing by deed, [176].
 deposit on sale, of, [290].
 Exchequer bills, investment of, [176, 179].
 executors, by, when ordered, 962, [1258], 1261, 1262.
 foreclosure action, in, 1586.
 injunction granted on terms of, [621, 622].
 interpleader actions, in, [436].
 investment of fund paid in, [175—177]. *See* INVESTMENT.
 Lands Clauses Consolidation Act, under, 182, 2013. *See* LANDS CLAUSES ACT.
 leave to defend on paying sum into Court, [94].
 legacy, of, [1244]. *See* LEGACY.
 liberty to pay in, 182.
 lodgment schedules, forms of, [178, 179].
 lunacy, orders in, as to, 181, 182.
 married woman, fund of, settled by order of Court, [797—799].
 misappropriated funds, of, [978, 982].
 mode of payment or deposit, 182, 183.
 money raised by mortgage by order of Court, of, [179].
 notice of, 183, 185.

PAYMENT AND TRANSFER INTO COURT—*continued*.

- order for, [175].
 - and investment, [175, 176], 177.
 - description of persons directed to pay, 180.
 - description of securities, 184.
 - enforcement of, 183, [269, 270], 271, 370, [383].
 - judgment, not taking effect as, 161, 1656, 1720.
 - voluntary payment, [175].
 - with interest, [175].
- parliamentary deposit, of, 2057, 2058.
- partition action, in, [1533, 1545], 1556.
- paymaster's certificate, 182.
- paymaster's office, practice at, 180—182.
- policy moneys, of, 439.
- purchase-money, of, after sale by Court, [178, 298, 300], 308.
- redemption action, in, [1594].
- securities, description of, in order for, [178], 184.
- securities passing by delivery, lodgment of, [178, 179].
- security for costs, as, [26], 28.
- Settled Land Acts, under, [1521], 1524, 1526.
- stock, administrator *ad litem* to transfer, [178].
- stop order, notwithstanding, [196].
- Supreme Court Funds Rules, 1886..182—185.
- time for, "forthwith," 184.
 - how reckoned, 184.
 - how specified, 184.
- payment in, after expiration of, 182, 184.
- time to time, from, [176, 179].
- trust funds improperly invested, of, 972, [974].
- trustee, by, [958], 962, 977, 978.
- Trustee Relief Act, under, 183, [1010], 1011, 1012, 1013.
- written request, on, on direction by paymaster, 182.

PAYMENT AND TRANSFER OUT OF COURT, 186—207.

- administration action, in, 1262—1264.
- affidavit of no incumbrances, when necessary, 200.
- affidavit, on verification by, 198.
- appeal, pending, 744.
- appointment, without execution of deed of, 200.
- apportionment amongst creditors, by way of, [196].
- apprenticeship of infant, to pay premium on, [195].
- assigned fund, of, 1233.
- attorney, to, under power, 202.
- buildings, for erection of, on chief clerk's certificate, [194].
- chambers, on application in, 183, 198.
 - small sums paid out in, 1264.
- charitable funds, transfer to official trustee of, [1108].
- charities, to trustees of, 2028.
- chief clerk's certificate, according to, [194].
- colony, to *non-compos* resident in, 200.
- contingently, on execution of document, 198.
- costs, for, [190, 191].
- costs, of, directed to be taxed, 198.
- creditors, in payment of, [195, 196].

PAYMENT AND TRANSFER OUT OF COURT—*continued*.

- death of payee, on, 1263.
- district registry, in action proceeding in, 152.
- dividends, of, [186—190]. *See* PAYMENT OF DIVIDENDS.
- domicile, how affected by law of, 1338.
- duty, subject to, [190], 198, 199, 204.
- executor when necessary party to application for, 1262.
- executors, to, 1263.
- “or one of them,” 1263.
- firm, to, [192], 200.
- forged affidavit, on, 200.
- “funds in Court,” 177.
- general power, payment to donee of, 1263.
- government annuity, to purchase, [196].
- income, of, pending complete administration, 1263.
- infant, to, on majority, [192], 200.
- interest, amount and computation of, 202.
- Lands Clauses Consolidation Act, under, to person absolutely entitled, [2027], 2028.
- legacy, of, [190].
- legacy or succession duty, subject to, 198.
- legal personal representatives, to, [192], 198, 200.
- or other person not entitled in own right, [192].
- legatees, to, in administration action, 1263, 1264.
- lunatic interested, where, 201.
- married woman, to, not in her own right, [192].
- on affidavit of no settlement, 200, [783—787], 788—793, 1263.
- mortgagor, to, on investment, 999.
- National Debt Act, under, 2086—2089. *See* NATIONAL DEBT ACT.
- negligence of solicitor, by reason of, [941].
- new consols, of, [191].
- no settlement, affidavit of, [783], 787, 793.
- notarial acts, in pursuance of, 202, 203.
- official persons, to, 193, [194], 199.
- parliamentary deposits, of, [2053], 2057, 2058. *See* PARLIAMENTARY DEPOSIT.
- partners, to, [192], 200.
- paymaster-general, to account of, on behalf of Crown, [1385].
- post, by, 199.
- presumption of being past child-bearing, on, 1392.
- presumption of death, on, after seven years' absence, 1391, 1392.
- proportionate parts, payment of residue in, [191].
- protection order, to wife having, 1263.
- real estate, to person entitled to funds as, [192], 198, 200.
- refund, on security to, if title displaced, 743, 744, 792, [1290, 1390], 1391, 1392.
- repayment of duty to solicitor, [190].
- representative person, to, 198.
- residue, of, [191].
- schedules, forms of, [186—197].
- rules as to, 198—200.
- security or undertaking to refund, on, 743, 744.
- settlement money to be invested in registered land, [194].

References to the Forms are printed thus [456].

PAYMENT AND TRANSFER OUT OF COURT—*continued.*

sole trustee, not usually made to, 1020, 1253.
 stamps on powers of attorney, 204.
 stayed pending appeal, 744.
 stocks and securities, of, [191].
 stop orders on, [417—420], 421, 422. *See* STOP ORDER.
 tenant in tail, to, 1253.
 treasury, to, [193].
 Trustee Relief Act, under, 1013, 1014, 1016.
 trustee, to, on undertaking to remit to America, 1263.
 in partition action, [1547].
 when appointed, [191].
 undertaking to refund, on, 1391.
 ward, on marriage of, [195].
 woman, to, 198.

PAYMENT OF DIVIDENDS, 186—190.

alienation, until, [188].
 annuitants, to, [190].
 application for, may be by summons, 274.
 bankruptcy, until ceaser of interest by, [188].
 corporation sole, to, [186].
 aggregate, to, [186].
 Court, into, [176, 178].
 divorced woman, to, [187].
 husband, to, [187, 188].
 and wife successively, [187], 200.
 where wife *non compos*, 792.
 income tax provided for on, 198.
 legal personal representatives, to, [188], 198.
 lodgment of, in Court, [176, 178].
 maintenance of infants, for, [189].
 married woman, to, [187, 188].
 restrained from anticipation, [188].
 money on deposit, interest on, [190].
 mortgagee, to, until sum paid, [189].
 official trustees of charitable funds, to, [188].
 orders for, [186—190].
 persons entitled in succession, to, 200.
 quarterly, [189].
 solicitor, to, in discharge of costs, [188].
 tenants for life, to, [186, 189].
 successively, 200.
 time for, to be specified, 198.
 treasurer, to, [187].
 trustees, to, [186].
 for charity, [186].
 two persons, to, and the survivor, [187].
 until alienation, [188].
 costs paid, [188].
 person disqualified, [188].
 sum certain, received, [187, 189].
 widow, to, until second marriage, [187].

PEACE (BILL OF), [638].

perpetual injunction granted on, 630.

PEDIGREE,

discovery as to, 72, 75.

evidence in pedigree case, 135, 136.

issue as to, [330], 334.

order for affidavit as to documents showing, [50].

particulars of, 37 (*add.*).

sealing up part, 72.

PEER,

process against, 372.

PEERAGE,

proceedings to establish infant's claim to, approved, [848].

PENALTY,

appeal in proceedings to recover, 722.

costs by way of, irregular, 221, 227.

discovery exposing party to, 60, 84.

liquidated damages or, 468, 469, 1875.

stipulation for, not a bar to specific performance, 1843.

stipulation in mortgage amounting to, 1598.

PENDENCY OF OTHER ACTION. *See CONSOLIDATION OF ACTIONS.***PENDING PROCEEDINGS,**

comments on, in advertised sermon, restrained, [587], 588.

PENSION,

assignment of, injunction to enforce, 469, [1661].

attachment of, 433.

charging order against, 429.

half-pay of officer in the army, alienation of, 1430.

Incumbents' Resignation Act, under, inalienable, 665, 1665.

mortgage of, foreclosure of, [1661].

receiver of, 665, 666.

sequestration of, 396.

PERISHABLE PROPERTY,

sale of, by Court, 293.

PERJURY,

committal for trial for, [409, 410], 411.

recognizance by person directed to prosecute, [409].

certificate after recognizance, [410].

record of, [409].

PERMISSIVE WASTE, 480.**PERPETUAL INJUNCTION, 461, [637], 630. *See INJUNCTION.*****PERPETUATE TESTIMONY,**

action to, publication of evidence in, [90], 96.

remedy by, when proper, 617.

PERPETUITY. *See* REMOTENESS.

PERSON OF UNSOUND MIND. *See* LUNATIC; NON COMPOS MENTIS.

PERSONAL ESTATE,

- accounts of, [1184—1187, 1237—1240], 1369. *See* ACCOUNT; ADMINISTRATION.
- contribution between realty and, [1357], 1358, 1406—1408. *See* CONTRIBUTION; MARSHALLING.
- conversion of, into realty, 1306—1308.
- exoneration of, [1282—1290], 1294. *See* EXONERATION.
- ground rents to be deemed, [306].
- injunction against intermeddling with, [620], 621.
- mortgage and foreclosure of, 1659 *et seq.*
- outstanding, getting in, and investing, [1316—1318], 1319, 1320. *And see* ADMINISTRATION; OUTSTANDING ESTATE.
- pure and impure, distinguishing, [1126, 1127, 1129].
 - apportioning legacies between, [1130], 1134, 1147.
 - marshalling between, by testator, [1134], 1146.
- recouping, out of realty, 1294, [1409].
- sequestration of, [393], 395.

PERSONAL REPRESENTATIVES. *See* EXECUTOR; LEGAL PERSONAL REPRESENTATIVE.

PERUSING DOCUMENTS,

- costs of, 262, 267—269.

PETITION, CHAP. XXIII., pp. 338—342.

- adjournment of, to chambers, &c., 342.
- affidavits in support of, 341.
- amendment of, 340, 341.
 - affidavits need not be re-sworn, 341.
 - nor petition re-answered, 341.
- by striking out names of co-petitioners, 43.
- answered, how, 340.
- appearance on, unnecessarily, 341, 342.
- branches of Court, in different, in same matter, not allowed, 338.
- costs of, prolixity, 225.
 - respondents unnecessarily appearing, 209, 341, 342.
- Court of Appeal, original petition not heard by, 339.
- declaration of Court's opinion may be made on, 341.
- default of appearance at hearing of, 341.
- dismissal of, with costs, [312, 333].
- evidence on, 341.
 - affidavits previously used, 341.
 - deponents may be cross-examined, 341.
- filed, must be, before order passed, 339, 340.
- foreign Court, for opinion of Court on case from, 715.
- form and contents of, 339.
- hearing of, adjourned, 342.
- infant petitioner by next friend, 339.
 - respondent must appear by guardian, 339.
- service on, 340.

PETITION—continued.

- Lands Clauses Act, under, 2014, 2028. *See* LANDS CLAUSES CONSOLIDATION Act.
- marked with name of judge, how, 339.
- of course, procedure by, 106, 170, 308, 339.
- orders on, [338], 341.
- "pleading," petition is, 339.
- printed, need not be, 339.
- procedure by, 338—340.
 - unaltered by Jud. Acts, 338, 339.
- re-hearing, of, abolished, 727.
- respondents to, to be named, 340.
- revivor of, or carrying on proceedings under, 341.
- security for costs by petitioner, 339.
- service of, 339, 340.
 - affidavit of, 20, 160, 340.
 - jurisdiction, out of, [13].
 - on party who has not appeared, 340.
 - substituted service, [13], 340.
 - time for, 340.
 - with notice to respondents not to appear, 341.
 - and tender of costs, 341.
- setting down, 340.
- special, or of course, 339.
- stop order, costs of petition for, disallowed, 277.
- title, variation between, and title to account, 341.
- transfer of, 339.
- transfer of action, for, 698.
- Trustee Relief Act, under, 1010—1016. *See* TRUSTEE RELIEF ACTS.
 - may be adjourned to chambers, 342.
- trustees, by, for judicial opinion, 1008—1010.

PETITION OF RIGHT, CHAP. XXV., 348—350.

- costs to be paid by Crown, when, [348], 349.
- demurrers to, one allowed, one overruled, [348].
- discovery against Crown, 69.
- form of order on, [348].
- parties to, 349.
- relief against Crown, 349.
- Statute of Limitations, not applicable against Crown, 350.
- when sustainable, 349, 350.

PETITIONER,

- death of sole, 106.
- infant, 339.
- must be described, if not a party to the cause, 339.
- security by, for costs, [27], 28, 29.

PETTY BAG OFFICE,

- certiorari* issued from, 711.
- now merged in Central Office, 692, 711.
- prohibition issued from, 692.

PEWS,

- pew rents, mortgage of, by incumbent, void under 13 Eliz. c. 20..1665.
- injunction against receipt of, by displaced minister, [612].
- prohibition where question as to title to, [688].

PHOTOGRAPHS,

- copyright in, [576], 582.
- documents, of, allowed to be taken, 67 (*add.*).

PIPES,

- injunction against laying, or allowing to remain, 462, [483].

PLAINTIFF,

- account against, 1152, 1153.
- adding or joining party as, 41 (*add.*), 43 (*add.*).
- infant, 820 *et seq.* *See* INFANT.
- married woman, 749 *et seq.* *See* MARRIED WOMAN.

PLAN,

- reference to, in judgment for specific performance, 1890.

PLATE OR JEWELS,

- declared to pass as household goods, 1361.
- deposit of, in Court, [177], 184.
- inquiries as to, [1361], 1475.

PLEADING, CHAP. V., 30—37. *And see* COUNTERCLAIM; DEFENCE; DEMURRES;**REPLY; STATEMENT OF CLAIM.**

- accounts on admissions in, 1154 (*add.*).
- admissions in, 141.
- allegation of fact, when to be deemed admitted, 142.
- amendment of, [38], 39—41. *See* AMENDMENT.
- close of, 36.
- copies of, to be delivered on entering action, 133.
- costs of, 263.
- counter-claim, effect of, 35.
- excluding, [31].
- default of, [146, 147], 149—151. *See* DEFAULT OF PLEADING.
- defence, leave to deliver, as further grounds of defence, [31].
- demurrer, proceedings in lieu of, 34, 35.
- denial in, must not be evasive, 142.
- disclosing "no reasonable cause of action," 34.
- documents referred to in, production of, [49], 58.
- file, taking, off, [31], 32.
- filing, in Chancery Division.
- instead of delivery where default in appearance, 156.
- on entry of judgment, 165.
- foreign judgment, proceedings on contract, 625, 626.
- forms of entering as read, in orders, [126].
- further matters, leave to plead, [31].
- indorsement on writ is not, 157.
- Judicature Rules as to, 141, 142.
- meaning of term "pleading," 39.
- particulars, order for, [31, 32], 36, 37.
- point of law raised by setting down action on, 34, 35, [319].

PLEADING—*continued*.

- printed copies of, two required for trial, [133].
- res judicata*, 123.
- striking out, as scandalous or embarrassing, [30], 33, 34.
- no appeal from order as to, 726.
- third party, by, 35.
- withdrawal of, leave for, [32].
- writ of summons specially indorsed is not a, 14.

PLEDGE,

- agent, by, 1663 (*add.*), 1667.
- Bills of Sale Acts, when affected by, 1671.
- factors, by, 1665—1668.
- foreclosure and redemption of, [1662], 1663 *et seq.*
- inquiry as to goods remaining in specie, [1662].
- redemption by pledgor, time for, 1663.
- sale, remedy of pledgee by, 1662, 1705.
- stock, of, gives right to foreclosure, 1662.

POINT OF LAW,

- appeal from order dismissing action on, 729.
- not to be raised under Ord. xxv. 4..34 (*add.*).

POLICE MAGISTRATE,

- prohibition to, [689], 694.

POLICY,

- account of premiums on, [1631], 1638.
- of sums received on, [1632].
- advances for maintenance out of contingent income on security of, [849], 855.
- assignment of, 1428.
- notice of, 961.
- deposit of, to secure advances for maintenance, [849].
- duty payable in respect of money received under, 1191.
- equitable mortgage of, 1668, 1669, [1669, 1701].
- infant, on behalf of, [849], 855, 869.
- injunction against dealing with, [622].
- against issue of, under title borne by plaintiffs, [540].
- lien of solicitor on, 922.
- lien on, by letter, established, [1706].
- loss of, right to indemnity in respect of, [1910].
- married woman, for, appointment of trustees of, [770].
- under Married Women's Property Acts, 771, 772, 775.
- mis-statement by insured, effect of, 1922, 1923.
- moneys, payment into Court of, where right disputed, 439.
- by insurance company, 439, 440.
- in interpleader action, 439, 440.
- mortgage of, 1638, 1639, 1650.
- priority of, 1749, 1757.
- stamp on, 141.
- submission to arbitration, amounting to, 353 (*add.*).
- sums actually advanced, to stand as security for, [1948].
- surety, right of, to surplus proceeds of, 1668, 1669.

POLICY—contingued.

trustee not liable for not renewing, 961.

Trustee Relief Act, payment of moneys into Court under, 1012.

undertaking to assign, by way of security, [1318].

POLLUTION OF RIVER OR STREAM, [528—530], 531—534. See INJUNCTION; NUISANCE.**POOR,**

of parish, gifts for benefit of, 1084, 1096.

POOR RATES,

liability of charities to pay, 1148.

PORTION,

account of sums due to portioners, [1457].

accumulations of, application of Thellusson Act to, 1461, 1462.

ademption of legacy by, [1347], 1351, 1352, 1462, 1463.

advances to be in satisfaction of, [1457].

declaration that advance within power, 1458.

inquiry as to advances by way of, [1458].

interest on, 1352.

part of son's share advanced on his executing settlement, [1459].

Statute of Distributions, within, 1464.

appointment of, to infant of tender years, 1461, 1468.

Chancery Division, jurisdiction of, as to raising, 1462.

costs of raising, [1456], 1461.

declaration that portions well charged, [1456].

double portions, presumption against, 1460 *et seq.*

"eldest son," who is, 1462, 1460, 1461.

when entitled to portion, 1460, 1461.

hotchpot, bringing advances into, [1359], 1265, 1347, 1352, [1459], 1463.

interest on, 1461.

investment of, directed, [1457].

Ireland, out of property in, 1461, 1462.

lunatic, direction for raising portion of, [1458].

maintenance, application of income of portion for, [1456], 1461.

mortgage or sale to raise, [1456, 1457].

parent's lifetime, not payable during, 1461.

presumption against double portions, 1460 *et seq.*

satisfaction, presumption of, when rebutted, 1463, 1464.

securities marshalled in favour of portioner, 1741.

vesting of, 1460, 1461.

younger child, exclusion of, on becoming eldest, 1460, 1461.

POSSESSION,

boundary action, in, [1571, 1572].

charity lands, of, [1118, 1119].

costs of recovering, in foreclosure action, [1732].

delivery of,

accumulation period, from expiration of, [1373].

after attempted sales to enforce vendor's lien, [1902].

boundaries, in action to ascertain, [1571, 1572].

dowress, to, [806, 1302].

foreclosure action, in, 380, 1576, 1582, 1620, [1654, 1656], 1657, 1658.

POSSESSION—continued.**delivery of—continued.**

- jointress, to, [811].
- married woman, to, for her separate use, [812].
- on sale by Court, 307, 308.
- specific performance, in action for, on default of payment by purchaser, 1903.
- where conveyance destroyed by settlor is established, [1917].
- injunction against remaining in, [594], 603.
 - against taking, of living, [611].
- judgment quieting in, [638], 630.
- mortgagee in, rights and liabilities of, 1632—1635. *See* MORTGAGEE.
 - accounts against, [1680, 1680].
- mortgagor in, rights and liabilities of, 1629, 1632. *See* MORTGAGOR.
- purchaser or vendor in, liability of, 1869—1871.
- receiver, delivered to, 380, 649, 664, [674].
 - ordered to deliver up, 1477.
- possession under paramount title not interfered with by, 656.
- sheriff to remain in, on default of payment or security, [445].
- tenant for life let into, 637, [1476], 1482.
- vendor or purchaser in, liability of, 1869—1871.
- writ of assistance as to chattels, by means of, [376].
- writ of, enforcement of judgment or order by, 380.

POSTAGE,

- costs of, 263.

POST-DATING JUDGMENT OR ORDER, 133 (add.), 165.**POSTEA,**

- certificate of associate substituted for, 323.

POST-NUPTIAL SETTLEMENT, 1426, 1427, 1432. *See* SETTLEMENT ; VOLUNTARY SETTLEMENT.**POST OFFICE,**

- payments may be made through, 199.
- withdrawal of notice to, compelled, 462.

POSTPONING TRIAL OF ACTION, [323], 328.**POUNDAGE,**

- receiver's, disallowed, 678.
- sheriff's, 377.

POWER,

- advancement, of, what advances are within, 1458, 1464, 1465.
 - exercise of, 1465.
- appointments declared valid, [1465, 1466].
- costs, payment of, out of appointed and unappointed shares, 1470.
- covenant to settle, property subject to general power not bound by, 1439.
- defective execution of, when aided, 1469, 1470.
 - in favour of charity, 1089.
 - in favour of children, [1465].
 - in favour of mortgagee, 1587.
 - in favour of purchaser, 1466.

POWER—continued.

- deficiency of appointed fund, 1470.
- duty on property passing by exercise of, 206, 207.
- election by appointee, 1343. *See* **ELECTION**.
- exchange, of, exercised by partition, 1550.
- exclusive appointment, validity of, 1469, 1470.
- fund on, 1467—1469.
- appointment set aside as, [1469].
- general, property appointed under, is assets, 965, 1253.
- creation of, by will, 1253.
- what is, 1253.
- illusory appointment under, formerly invalid, 1469.
- infant, execution by, 537.
- inquiry as to exercise of, [1282, 1454].
- invalid addition or condition in appointment rejected, 1469.
- investment, of, on mortgage or security, 976.
- preference shares not a "security," 976.
- married woman's will under, jurisdiction of Court of Probate, 781.
- mortgage, to, includes giving power of sale, 959.
- new trustees, statutory power to appoint, 1021. *See* **TRUSTEES**.
- release of, 1469.
- renewal, appointment when void for, 1356.
- revoked, of, when inferred, 1454.
- reversion, absence of power of, in voluntary settlement, 1432, 1435.
- sale, power of, does not authorize mortgage, 959.
- extinguishment of, 1467.
- improper exercise of, 959.
- passing by will, 959, 960.
- statutory power, 960.
- specific performance of agreement as to exercise of, 1845.
- stranger, appointment to, when upheld, 1463.
- successive appointments, 1469.
- tenant for life, power of, to sell or consent to sale, not extinguished by assignment, &c., 1467.
- will in execution of, 1253.

POWER OF ATTORNEY.

- authentication of power to be executed abroad, 202.
- evidence that grantor is alive, 203.
- foreign, construction of, 204 *and* *seq.*
- form of entering, in orders, [126].
- form of, issued by paymaster, 202.
- payment of dividends, where necessary to save expense of, [100].
- payment out of Court on, 202.
- signature of grantor, evidence of, 203.
- stamp on, 204.
- to receive money, need not be under seal, 203.
- transfer under, after death of grantor, 203.
- verification of signature to power executed abroad, 203.

PRE-EMPTION.

- right of, declared, [1305].
- referred, 1733, 1736, 1737, 1739.
- sale in default of exercise of right of, [1305].

PREJUDICE,

- accounts without, to particular questions, [631].
- consent without, to right of appeal, [437].
- costs, taxation of, without, as to how ultimately to be borne, [213], 226, [1348] (*add.*).
- dismissal of appeal without, to any objection, 719.
- foreclosure decree without, to dowress, [1726].
- injunction without, to future rights, [637].
- inquiry without, to particular question, [1310, 1773].
 - to right of appeal, [474].
- letters "without," right to read, 219, 1270 (*add.*).
- receiver, appointment of, without, to prior rights, [639, 640, 648], 650, 650, 661.
- right of appeal, to, admission without, [972].
 - inquiry at request of defendant without, [474].
- staying foreign proceedings without, to certain priorities, &c., [624].
- transfer without, to application in bankruptcy, [697].

PRELIMINARY ACCOUNTS AND INQUIRIES, 148, 1153, 1154, 1157, 1158. *See* ACCOUNT.

PREMIUM,

- return of, on dissolution of partnership, 39 (*add.*), 169, [1903], 1810.
- inquiry as to, when directed, 1248.
- where infant articulated to solicitor, 857, 1218.

PRESCRIPTION ACT (2 & 3 W. 4, c. 71),

- air, acquisition of right to, under, 493.
- building within, what is, 493.
- common right, acquisition and establishment of, 517.
- consent or agreement within, 494.
- Crown not bound by, 350, 494 (*add.*).
- "enjoyment," meaning of, 494, 501, 513.
- interruption of right, what amounts to, 494.
- legal origin, possibility of, 517.
- light, acquisition of right to, under, 493, 494.
- railway company may guard against operation of, 606.
- sewer, prescriptive right to drain through, 532.
- support, acquisition of right to, under, 501.
- unity of possession, effect of, 494, 513.
- watercourse, prescriptive right to, 513.

PRESENTATION TO BENEFICE,

- directions as to, in partition action, [1566].
- injunction as to, [610], 612.

PRESUMPTION,

- advancement, of, 1352, 1428, 1464, 1465. *See* ADVANCEMENT.
- child-bearing, of woman being past, 1392.
- death, of, inquiry as to, [1323, 1349].
 - declared by Court, [1391].
 - when it arises, 1391, 1392.
- double portions, against, 1460 *et seq.*
- grant, as to bed of river or soil of road passing by, 569, 513, 1978.

PRESUMPTION—continued.

- lost documents presumed to have been stamped, 1910.
- resulting trust, of, 1428.
- satisfaction of portion, of, by subsequent gift, 1463, 1464.
- soil, as to ownership of, in highway, 509.
- in bed of river, 513.

PRINCIPAL AND AGENT. See AGENT.**PRINCIPAL AND SURETY. See SURETY.****PRINTING,**

- evidence, 263.
- judgment or order, 165.
- order to be acted on by paymaster, 180.
- petition, unnecessary, 339.

PRIORITY,

- assignment, of, effect of charging order, 428, 429.
- or stop order, 421, 422.
- debts, of, in creditor's action, 1199, 1200—1203, 1236.
- judgments and charges affecting railway, of, [649].
- legal estate, by possession of, 961.
- mortgages and charges, of, [1743—1746], 1747—1758. *See MORTGAGE.*
- notice, by, 961, 1142.
- right to follow trust property, of, 966.
- sequestrations, of, 399.

PRISONER. And see FELLOWY.

- discharge of prisoner in contempt, orders and practice as to, [411—414], 414—416.
- habes*, order for, to bring up, [390].
- order to turn over, [391], 674.

PRIVATE CONTRACT,

- sale by, sanctioned by Court, 296, 297.

PRIVATE HEARING,

- when directed, 131.

PRIVATE LETTERS,

- injunction against publishing, [582, 583].
- against opening, 584.
- inspection of, on undertaking, [52].

PRIVILEGE, 78—84. See DISCOVERY; PRODUCTION OF DOCUMENTS; WITNESSES.**PRIVILEGED PERSONS,**

- process against, 372, 386, 633, 634.

PROBATE,

- Act, 1857..1191.
- assets, though abroad, probate here is necessary, 1196.
- Chancery Division, jurisdiction of, 1191.
- colonial, 1196.
- copy, evidence by, 1191, 1195.

PROBATE—*continued*.

County Court jurisdiction to grant, 1191.
 Court, jurisdiction of, to grant representation, 1191, 1192.
 creditor, grant to, where executor out of jurisdiction, 1191, 1192.
 Ecclesiastical Court, jurisdiction of, abolished, 1191.
 entering, in order, form of, [125].
 evidence, effect of probate as, 1191, 1195, 1196.
 executor acting before, 963.
 foreign, ancillary to, will be granted here, 1196.
 foreign domicile, where testator had, 1193, 1196, 1336, 1337.
 Irish, made effectual in England and Scotland, 1193.
 married woman's will, of, 782.
 recall of, after judgment for administration, 1196.
 receiver, appointment of, by Probate Division, 658, 659, 670, 1191.
 receiver pending probate proceedings, [636], 637, 658, 659, 1191.
 Scotch confirmation, 1192, 1193.
 solemn form, in, binds the heir, 1191.
 will before grant of, not acted on by Court, 1196, 1197.

PROBATE DUTY, 1193—1195.

Acts as to, 204, 1193, 1194.
 Customs and Inland Revenue Acts, 1881 and 1889, provisions of, 1194, 1195.
 domicile, payable on assets here without regard to law of, 1194.
donatio mortis causa, on, 1194.
 partnership property, on, 1194.
 personalty appointed by will, on, 1193.
 realty converted at death, on, 205, 1194.
 return of overpaid, 1194, [1226].
 Scotch confirmation, on, 1193.
 solicitor, paid by, is disbursement, 241.
 stamp, 1193, 1194.
 voluntary settlement, on property passing by, 1194, 1195.

PROCEDENDO,

writ of, 710.

PROCEEDINGS,

carrying on, [101—103], 105, [107, 106]. *See* CARRYING ON PROCEEDINGS.
 infant, on behalf of, sanctioning, [822, 823], 825, [832], 833, 834, [842, 955].
 leave to adopt, [1152].
 leave to attend, 169.
 staying, 116—118, 700—706. *See* STATING PROCEEDINGS.
 unnecessary, declared, [1006].

PRODUCTION OF DOCUMENTS, CHAP. VII., 45—87.

administration judgment, after, to creditor, 67.
 admission of possession, 68.
 admission of relevancy, 66.
 affidavit as to documents, [47—51], 64—66. *See* AFFIDAVIT OF DOCUMENTS.
 affidavit, documents referred to in, [49], 66.
 agents, to, [52], 71.
 documents in possession of, 67.
 agents, &c., made parties for discovery, 73.
 amendment, effect of, on right to, 66.

PRODUCTION OF DOCUMENTS—*continued.*

- answer, before, under former practice, 66.
 - defendant answering must answer fully, 61.
- arbitrator, after reference by consent to, 63.
 - before, [351], 354.
 - privilege of, 83.
- attachment to enforce, [54], 85.
- Bankers' Books Evidence Act, under, [55], 72.
- books, sealing up entries in, [47, 50], 72, 73.
- cases and opinions of counsel, 80, 81.
- co-defendants, as between, 63.
- common to both parties, 75.
- company, books of, on cross-examination, 63.
 - director's duty as to, 63.
 - former officers, by, 63.
 - liquidator, by, 59.
 - secretary to make affidavit, [48].
 - solicitor of, not officer to make affidavit, 63.
- compromise with others, documents relating to, 68.
- copies, taking, 71.
- corporation, by, 70.
- County Court, in action transferred from, 713.
- court rolls, 70, 76.
- Crown, by, 349.
- defendant's right to, against plaintiff, 62, 63.
 - against co-defendant, 63.
- delivery of documents out of Court, [86], 87.
- deposit in Court ordered, [47, 54].
 - at chambers, [53].
 - not where inspection will suffice, 70.
- directors of company, by, 63.
- discovery only, in action for, 56. *See* DISCOVERY.
- discretion of Court to refuse, 63, 67.
- disputed documents, 67.
- district registry, in, 66.
- documents in daily use, 51, 70, 71.
- documents referred to in affidavit or pleading, [49], 58, 66, 75.
- enlarging time for, where affidavit held insufficient, [50].
- evidence common to both sides must be produced, 75.
- executors, inspection ordered against, [53], 68, 69.
- foreign government, order against, [49], 59, 64.
- forms of orders for, [49—55].
- impeached documents, 69, 70.
- improper use of documents restrained, 585.
- inability to produce, evidence of, 67, 68.
- India, production of documents from, [51].
- infant, by, cannot be ordered, 67 (*add.*).
- inspection, order for, [49, 52, 53]. *And see* INSPECTION.
 - with leave to seal up, [47, 50], 72, 73.
- interrogatories and affidavit in answer, [45 *et seq.*], 53 *et seq.* *See* INTERROGATORIES.
- irrelevancy, 73.
 - what is, 73.

PRODUCTION OF DOCUMENTS—continued.

- issue, to await decision of, 63.
- joint possession, 68.
- judgment debtor, by, 431.
- Judicature Rules as to, 56.
- letters marked private, on undertaking not to use for collateral purposes, [52], 67.
- liquidator, by, 59, 64.
- literary labours, documents subject to lien for, 69.
- lord of manor, by, 76.
- lunatic's estate, relating to, 67.
- marine insurance actions, in, 67.
- mortgagees, by, 69.
- municipal corporation, by, [48], 63, 70.
- next friend of infant, by, 63.
- notice for, of documents referred to in pleadings, &c., 66.
 - of willingness to produce, 66.
- nuisance by sewage, in action for, 67.
- objection taken to, practice, 64.
 - grounds of, *see infra*, "privilege."
 - overruling, [53].
- official referee, before, 366.
- partnership documents, 72, 75.
- pedigree, documents proving, [50], 72, 75.
- person not a party, when ordered against, 69.
- photographs of documents, Court may order taking of, 67 (*add.*).
- place for, discretion of Court as to, 60.
- plaintiff and defendant, rights of, equal, 66.
- pleading, documents referred to in, [49], 58, 60.
- possession or power, documents in, 67—69.
- private letters or memoranda, [52], 67.
- privilege, appeal on question of, 726.
 - documents held not entitled to, [49].
 - documents to be produced in absence of, 67.
- privileged communications, &c.—**
 - cases and opinions of counsel, 80, 81.
 - taken by trustees or executors, 81.
 - collection of documents *publici juris*, 80.
 - communications with agents, 82.
 - confidential communications between master and servant, 82.
 - reports of medical officers, 82.
 - communications with solicitor or counsel, 78—80.
 - between solicitor and third parties, 78.
 - communications made before action, 80.
 - no privilege in case of fraud, 79.
 - privilege continues though solicitor becomes interested, 79.
 - whether it can be claimed by representatives, 80.
 - discovery relating to party's own case, 74—76.
 - documents destructive of party's title, 75.
 - evidence common to both parties, 75.
 - partners, in actions between, 75.
 - rights of heir-at-law and heir in tail, 75.
- public body, order against, [48], 63, 64.

PRODUCTION OF DOCUMENTS—*continued*.

- reasonable suspicion that there are other documents, 64.
- redemption action, in, ordered before defence, 58.
- referee, before, 366.
- referred to in affidavit or pleading, [49], 58, 66, 75.
- relevancy, 73.
- resistance to right of, 73—84. *And see supra*, "privileged communications."
- right to, generally, 55, 56.
 - reciprocal, 66.
- rules as to, generally, 62, 63.
- sealing up parts, [47, 50], 72, 73, 138 (*add.*).
- sworn to be immaterial, 72, 73.
- secretary of company, by, [48].
- secrets learned by, not to be divulged, 67.
- security for costs of, 57.
- shorthand notes, 81.
- solicitor of parties, not ordered by, 66.
 - communications with, privileged, 78, 79. *See supra*, "privileged communications."
- solicitor's lien, subject to, 68, 923, 924.
- solicitor's office, inspection at, [47, 48], 70. *See INSPECTION*.
- specific performance, in action for, 75.
- stakeholder, by, 75.
- statement of claim, before, 58.
- stay of, pending appeal, 744.
- steward of manor, by, 68.
- surveyors, production to, 71.
- suspected documents, [53].
- third parties interested, where, 69.
- time when ordered, 58, 63, 77.
 - at any stage of proceedings, 63.
 - but not in general until after defence, 58.
- title deeds of defendants, 74.
- trade mark cases, in, 72.
- trial, using discovery at, 85, 86.
- trustees, documents in possession of, 75.
 - cases and opinions taken by, 81.
- undertaking, implied, not to divulge contents, 67.
 - not to use letters, for collateral purpose, [52], 67.
- voluminous documents, 71.
- what documents will be ordered to be produced, 66 *et seq.*
- witnesses, production to, [67].

PROFESSION,

- injunction against practising, within limits, [463].

PROFIT COSTS,

- allowance of, 252, 263, 939, 940, 960.

PROFITS,

- account of, in copyright or patent cases, [549, 565, 572].
 - in partnership actions, 1811, 1814.
 - in trade mark cases, [536, 537].
- agent, by, account of, [1167]. *See AGENT*.

PROFITS—continued.

- income or capital, whether, 1421.
- separate, by partner, account of, 1805.
- trustee, charged with, where assets employed in trade, [985], 987, 989.

PROHIBITION, 687—694.

- Admiralty Court, no longer lies to, 690.
- appeal from decision in County Court case, 693.
- Archbishop's Court, order nisi against official principal of, [689].
- bankruptcy, to chief judge in, would not lie, 690.
- bishop, against issue of commission by, refused, 690.
- chambers, jurisdiction of judge in, to grant or set aside, 692, 693.
- costs of proceedings in, 694.
- County Court, against, 691—693.
- discharge of order for, 694.
- discretionary, jurisdiction to grant, how far, 691.
- inferior courts, lies to, 690.
- injunction *inter partes* in lieu of, 692.
- Mayor's Court, to, 689, 692.
- obedience to, strictly enforced, 692.
- order for, form of, 692.
 - absolute in first instance, 691.
- police magistrate, against, exceeding jurisdiction, [689], 694.
- procedure to obtain writ of, 690, 691.
- Railway Commissioners, against, 690.
- vacation, application in, 691, 692.
- waiver of objection to jurisdiction, not granted after, 691.
- writ of, nature of, 690.
 - form of, and affidavit, 690, 691.
 - issue of, 692.
 - when granted, 691, 692.

PRO INTERESSE SUO,

- declaration of rights of claimants against sequestrators, [401], 402.
- discharge of sequestrator, if paramount title shown, [403], 404.
- order for inquiry as to interest of claimant, [400, 401].
 - when and how made, 402.
 - when property in possession of receiver, 403, 656.

PROLIXITY,

- costs occasioned by, [216], 225, 262.
- taxing master may disallow, without direction of Court, 225.
- striking out pleadings for, 34, 225.

PROLONGATION OF PATENT, [1884], 1985, 1986. See PATENT.**PROMISSORY NOTE,**

- account of money due under, [1695, 1696].
- delivery of, creating trust, 1428.
- injunction against dealing with, [616], 617.
- stamp on, 141.

PROMOTER OF COMPANY,

- liability of, to account, 1172, 1173.
- not liable as partner, 1797.

References to the Forms are printed thus [456].

PROMOTER OF COMPANY—continued.

- misrepresentation and concealment by, rescission of contract for, [1935], 1937, 1938.
- secret profit by, 1942.
- proof for, in bankruptcy, 1234.
- solicitor to, status of, 917.
- trustee, is not, within Debtors Act, 385.

PROOF,

- against bankrupt trustee for breach of trust, [963].
- of debt in administration action, 1216—1225. *See* CREDITOR'S ACTION.

PROPOSALS,

- sale, for, carrying in, in chambers, 296, 297.

PROSECUTION,

- criminal, deed for purpose of stifling, set aside, [1942], 1945, 1965.
- dismissal of action for want of, 118—121.
- appeal from order dismissing action for, 723.
- fraudulent trustee or agent, of, [969], 990.
- judgment or order, of accounts and inquiries under, 282—284, 1157, 1158.

PROSPECTUS. *See* COMPANY.

- misrepresentation in, relief in respect of, [1932], 1933—1935.

PROTECTION ORDER,

- married woman, on property of, effect of, 791, 816, 818.
- payment to, after, [785], 791, 793.

PROTECTOR OF SETTLEMENT, [1496, 1497], 1498, 1499. *See* SETTLEMENT.**PROVISIONAL PROTECTION,**

- intending patentee, of, 1981.

PUBLIC BODIES,

- injunctions against, as to sewage, [528—531], 531—534.
- breach of injunction by, how punished, 534.
- production of documents by, [48], 63, 64.

PUBLIC DOCUMENTS,

- evidence of, 137.

PUBLIC HEALTH ACT,

- lien under, for improvement expenses, [1706, 1709], 1712.
- prevention of nuisance, provisions of Act as to, 525—527.
- receiver not "owner" within meaning of, 655.

PUBLIC HOUSE,

- compensation to owner of, under Lands Clauses Act, 2006.
- sale of, as going concern, 1847, 1860.

PUBLIC LIBRARIES,

- gifts for, 1102, 1138.

PUBLIC MEETINGS,

- contempt of Court by speeches at, 407.

- PUBLIC NUISANCE.** *See* ATTORNEY GENERAL; NUISANCE.
- PUBLIC OFFICER,**
of bank, order substituting, [103].
- PUBLIC PARK,**
injunction against building offices in, [600].
- PUBLIC POLICY,**
agreement in contravention of, not enforced, 1842.
privilege from discovery on ground of, 83.
- PUBLIC WAY,** 509, 510. *See* HIGHWAY.
- PUBLIC WORKS,**
interlocutory injunction to stop, not granted, 532.
parliamentary powers for, liberally construed, 604.
- PUBLICAN,**
and brewer, injunction to enforce contract between, [465].
- PUBLICATION,**
comments, of, on pending proceedings, contempt of Court by, [405, 407].
libel, of, injunction against, [587], 588.
private letters, of, restrained, [582, 583], 584.
- PUFFER,**
employment of, improper, 1844.
- PULLING DOWN BUILDINGS,**
injunction against, 483, [496, 497], 501—503.
- PURCHASE,**
person in fiduciary relation, by, [1929, 1930], 1931, 1932.
solicitor, by, from client, 238, 938, 939.
- PURCHASE-MONEY.** *See* SALE BY THE COURT.
- PURCHASE OF LANDS.** *See* INVESTMENT; SETTLEMENT; VENDOR AND PURCHASER.
by or under sanction of Court, 1453, 1454, [9078].
infant's trustees, by, confirmed, [866].
inquiry as to, [954].
as to option of, [1304].
intestate, by, right of heir against personalty, 1306.
testator, by, to be completed out of personalty, [1303, 1304].
- PURCHASER.** *See* SALE BY THE COURT; VENDOR AND PURCHASER.
assets not followed into hands of, [1395].
for value, fixed with notice, not charged with wilful default, 987.
for value, without notice, when ordered to deliver up title deeds, 1575, 1585, [1743], 1754, 1755.
liability of, to foreclosure, 1584.
mortgagee to pay purchase-money to, 1185.
possession, in, receiver appointed as against, 661.
redemption action by, 1598.
under judgment, 298, 313. *See* SALE BY THE COURT.
Voluntary Conveyances Act, 1893, provisions of, 1959 (*add.*), 1962 (*add.*).
voluntary settlement, when void as against, 1961.

QUESTION OF LAW,

- interpleader proceedings, in, 442, 443.
- order on, set down under O. XXXIV. 2..319.
- set down without stating special case, [318], 320.
- staying proceedings pending trial of, 117.

QUIA TIMET,

- injunction, when granted, 460, 486, 527, 530.

QUIET POSSESSION,

- judgment establishing right to, [638], 630.

QUO WARRANTO,

- appeal from, 722.

RACEHORSES,

- winnings of, account of, 1796.

RAILWAY, RAILWAY COMPANY. *And see* LANDS CLAUSES CONSOLIDATION ACT.

- abandonment of railway, 609, 2061, 2062.
 - repayment of deposit, after abandonment, [2056], 2061, 2062.
- accommodation works, specific performance of agreement for, 1836, 1869, [1894], 1895.
- agreement by, to refer disputes to arbitration, 2005—2008. *See* LANDS CLAUSES CONSOLIDATION ACT.
- borrowing powers, 1691.
- branch railway, mandatory injunction to restore communication with, [494].
- breach of agreement, injunction against acting in, [597, 598].
- breach of injunction by, 633.
- breach of undertaking by, [632], 633.
- bridge, mandatory injunction to compel construction of, 462, 507, 596.
- commissioners, prohibition to, 490.
- compulsory powers, injunction against undue exercise of, [593—595], 603—605.
- contract by, inquiry as to, [1150].
- contractor, account of sums due to, [1150].
- debentures and debenture stock of, 1691.
- debentures, sale of, ordered in action by equitable mortgagees, [1701].
- deposit by, under L. C. C. Act, ss. 85—87 .. 2033—2036. *See* LANDS CLAUSES CONSOLIDATION ACT.
- dividends, injunction against payment of, out of capital, [596], 605.
- entry on land by, or continuance in possession, restrained, [594], 603, 604.
- highway, restoration of, enforced by injunction, [507].
- "house," &c., taking less than whole of, injunction against, [595], 604.
 - See* LANDS CLAUSES CONSOLIDATION ACT.
- illegal and unauthorized contracts by, injunction against, 606.
- injuriously affecting lands, inquiry as to, [596], 597.
- judgment creditors of, remedies of, [649, 650], 661, 665, 669, [1718], 1722.
- junction, mandatory injunction to compel restoration of, 462.
- laying and making railway, injunctions against, [494].
- level crossing, obstructing right of way over, injunction against, [506], 508.

RAILWAY, RAILWAY COMPANY—continued.

- Limitations, Statute of, when running against, 609.
- Lloyd's bonds, rights of holders of, [1688], 1693.
- manager of, appointed, [649].
- marine traffic by, restrained, 606.
- meetings improperly held by, injunction to restrain, 608.
- minerals, working of, under company's lands, 501, 502, 504, 505.
 - right to work from surface, 497 (*add.*), 502 (*add.*).
- misapplication of funds by, restrained, 606, 607.
- mortgage of, account and receiver, [1688, 1689], 1692.
- notice to treat, proceeding under, injunction against, [593], 594, 604.
 - specific performance of, 1835.
- obstructing trains of other company, injunction against, [598].
- opening railway, injunction against, 596.
- parliament, application to, by company, restrained, 600, 603.
- parliamentary deposits, practice as to, 2053—2063. *See* PARLIAMENTARY DEPOSIT.
- possession of land, injunction against continuing in, [594], 603.
- preference shares, injunction against issuing, [598], 608.
- prescriptive rights, may guard against acquisition of, 606.
- production of books of, 73.
- receiver of, appointed, 378, [649, 650], 664, [1688], 1692, 1693.
 - inquiry, with, as to judgments and charges, [649, 650].
 - inquiry as to rent-charges, and receiver to pay same, [673, 1688, 1689].
 - judgment creditor and unpaid vendor entitled to, 663, 664.
 - tolls, of, [650].
- rent-charges and debentures, priority of, [1689], 1691.
- river, injunction against diverting, 604.
- roads, injunction against obstruction of, [607], 594, 598, 604.
- rolling stock, sale and contemporaneous re-hiring, 607, 691.
 - protection of, from execution, 378, 664.
- running powers, injunction in aid of, [598].
- scheme of arrangement by, 665, 2048—2052. *See* RAILWAY COMPANIES ACT, 1867.
- sequestration against, for breach of injunction, [632].
- service at principal office of, 19 (*add.*).
- shares in, agreement for sale of, enforced, 1836.
- specific performance action, defendant company not entitled to possession pending, 2036.
- stock, apportionment of, carried over to separate accounts, 209.
 - forged transfer of, relief in respect of, 967.
 - injunction against transfer of, [618], 619.
 - transfer and carrying over of, to separate account, [191].
 - vesting right to transfer, in new trustees, [1074].
- superfluous lands of, 608, 609.
 - injunction to restrain sale of, 596.
 - judgment against, inquiries, [1718], 1722.
 - where landowner claims right of pre-emption, [1718], 1722.
- traffic agreements by, 606, 609, 610.
- trains, running of, restrained, 594, 610.
 - stopping of, enforced, [597].
- transfers of stock by, restrained, [618], 619.
- tunnel, right to, 606.

RAILWAY, RAILWAY COMPANY—continued.

- ultra vires* acts by, restrained, [593, 598], 606.
- underpin, power to, 605.
- vendor's lien against, injunction to enforce, 595, 610.
 - appointment of receiver to enforce, 663 (*add.*).
 - not affected by payment into Court of deposit under sect. 85 of L. C. C. A., 2035.
- wall, removal of, in breach of agreement restrained, [597].
- water rights, interfering with, restrained, 512.
- widening railway, limits of deviation in case of, 604.
- winding-up of, order for, 2057.
 - under Companies Acts, 1862 and 1867..2061.
- working in breach of agreement restrained, [597].

RAILWAY COMPANIES ACT, 1867 (30 & 31 V. c. 127), CHAP. LIV., 2048, 2052.

- debenture stock under, 2052.
- receiver or manager appointed under, 664, 665.
- rolling stock of company, protection of, from execution, 378, 664.
- scheme of arrangement under, 665, 2048—2052.
 - assents to, what necessary, 2050, 2051.
 - declaration as to, effect of, [2048].
 - involment and effect of scheme, 2051, 2052.
 - involment stayed for the purpose of appeal, [2048], 2051.
 - leave to file fresh scheme, [2049].
 - leave to issue writs, notwithstanding scheme, [2049].
 - order to confirm scheme, [2048], 2051.
 - outside creditors not bound by, [2048], 2050—2052.
 - petition for confirmation of scheme, presentation, &c., of, 2050, 2051.
 - stay of proceedings, pending, 2049, 2050.

RATES,

- account of, in action by overseers against late collector, 1170, [1174].
- application of, by public body in promoting bills in Parliament restrained, [599], 600, 603.
- receiver of, 665.

RATIFICATION,

- contract or settlement, of, by infant, 836, 837.

REAL ESTATE,

- administration of, and personalty of testator, [1238].
 - in case of deficiency of personalty, [1240].
 - on summons, 1248, 1249.
 - right to judgment for, 1249.
 - tacking debts to mortgage debt, right of, 1757.
 - usual judgment for, in creditor's action, [1184, 1185].
 - in general administration action, [1238—1240].
- annuitant on, creditor's action by, 1211.
 - action by, to secure annuity, [1378], 1379, 1380.
- charge of debts on, 1203, 1204, 1294, 1295, 1407.
 - power to sell, 1297, 1298.
- charge of legacy on, 1350, 1351.
- contracts for sale of, by testator, inquiry as to, [1308], 1304.
 - effect of, 1306, 1308.

REAL ESTATE—continued.

- conversion of, equitable, by will or contract, 1306, 1307.
- failure of purpose of, reconversion, 1307, 1308.
- equity to reconversion under Settled Estates Act, 1552.
- inquiries as to, [1317].
- when effected by order for sale, 1307.
- persons under disability, in case of, 869, 870, 1552.
- creditor's action against, 1199, 1200. *See* CREDITOR'S ACTION.
- debts declared payable out of, [1292].
- descended, liability of, to debts, [1398, 1400], 1407.
- rents and profits of, [1398], 1408.
- executor, power of, to sell or mortgage, 1297, 1298, 1314.
- incumbrances on, inquiries as to, in administration actions, [1185, 1186, 1236, 1290—1292]. *See* ADMINISTRATION.
- priority of, declared, [1290].
- inquiry what, testator left, [1185].
- distinguishing specific devise, [1241].
- realty abroad, testator domiciled here, [1332, 1333].
- realty comprised in settlement, [1454].
- what intestate left, [1186].
- where will not within 1 V. o. 26, [1188].
- investment in, [1449], 1453.
- maintenance of infant entitled to, [850], 854, 855.
- mortgage of, power of executor to make, 1296, 1297, 1314.
- partnership, of, held personalty, [1328], 1331.
- payment to person entitled to funds as, [192], 198, 200.
- receiver of, appointment of, [635], 658, 659. *See* RECEIVER.
- recouped disbursements applicable to personalty, [1409, 1410].
- rents of, account of, 1185, 1208, [1230, 1240], 1249, [1238, 1434, 1448].
- right to, barred by acquiescence, 1257.
- rights of creditor against, 1199, 1200.
- sale of, in administration action, 1206, 1207, [1238, 1241, 1357—1359]. *See* SALE.
- in creditor's action, 1206.
- in mortgagee's action, 1185.
- on further consideration, [1239, 1259].
- apportionment of purchase-money, where several mortgages, 1207, [1291].
- conduct of sale, right of plaintiff to, 1207.
- order of sale of descended and specifically-devised estates, 1207.
- under Settled Land Acts, 1519—1523. *See* SETTLED LAND ACTS.
- sequestration of, [392], 396.

RECEIPT,

- legacy duty, for, [129]. *See* LEGACY DUTY.
- trustee or executor, by, 917, 962, 963.
- unstamped, received in evidence by consent, 140.

RECEIVER, CHAP. XXXII., 635—687.

- abroad, property situate, receiver and manager of, 653, [681—683], 684, 685.
- account and payment by, [676—678], 679—681.
- Court fee on, 653.
- direction to pass accounts, [635, 638, 648, 707].

RECEIVER—continued.**account and payment by—continued.**

District Registry, at, [677].

liability to account, when arising and ceasing, 655.

neglect to account, 679.

order to bring in accounts, enforcement and service of, [676].

passing, verifying and reviewing accounts, 679, 680.

representatives of, account against, 680.

separate, of rents and personalty to be kept, [670].

surety, by one, with leave to sue the other and the receiver, [677].

action against, not to be brought without leave, 657.

action by, 676, 1252.

costs of, without leave, 676.

leave to bring, [670].

administration, before grant of, 659.

grant of, to, 658, 659.

advance of money by, 676.

agent, leave to appoint, for property abroad, [681, 682].

allowances to, 653, 654, 685, [636].

annuitant, on application of, 660.

annuities and rent-charges, payment of, by, [673, 674].

appeal as to appointment of, not in general entertained, 653, 664, 720.

appearance of defendant, appointed before, [636], 652.

appointment of, [635—651].

arbitration, notwithstanding, 356.

with a view to, 653.

before security given, [635].

by order of Court, [636, 636].

by reference to chambers, [635, 636].

damages, right to, not lost by reason of, 462, 656.

effect of appointment, 655, 656.

equitable execution, by way of, 369, [640, 666], 667—669. *See infra*,
equitable execution.*ex parte*, 458.

further order, in chambers, [636].

in place of deceased, 652.

injunction, in action for, [601, 636, 651].

interim, and manager by consent, [636, 641].

interpleader issue, pending, 447.

Judicature Act, under powers conferred by, 651.

person to be appointed, 653.

security, dates from completion of, 655.

when made, and over what property, 651 *et seq.*

without prejudice to interim payments, [641].

without prejudice to prior rights, [639, 640, 646], 650, 660, 661.

without security, 636, [637], 654.

arrears of rent payable to, 655, 670.

composition for, 675.

attachment of moneys in hands of, on application of judgment creditor,
[430], 433.

attachment or committal of, 679, 687.

attornment of tenants to, [635, 669, 670], 674.

estates out of England, in case of, not ordered, 674.

refusal to attorn, 674.

RECEIVER—*continued*.

- balance, distribution of, by, [671].
 - due from, a debt of record, 680, 687.
 - lodgment of, in Court, [179].
 - payment of, by, [644, 685], 687.
- banker's failure, when liable for, 679.
- benefice, of, 665.
- business, of, [639, 640, 645, 646], 657.
 - special direction as to carrying on, 649.
- calls, empowered to get in, in name of liquidator, 664 (*add.*).
- canal, of, 650.
- chambers, application by receiver in, for directions, 675, 676.
 - appointment and nomination of receiver in, [638], 652.
- chattels, of, [636], 674.
- claim for, to be indorsed on writ, when, 652.
- colliery, of, [643, 644, 645], 660, 663.
- colonial estate, of, [631], 682.
- committal of person obstructing or interfering with, 657, 670.
 - or refusing to attorn to, 674.
- companies, of, 663, 664.
 - manager of railway, 663.
 - receiver of tolls, [650], 651.
 - unpaid vendor of company, at suit of, 663, 664.
 - winding-up, liquidator in position of, 663, 664.
- conduct of administration action not given to, 659.
- consignee of West Indian estates, lien and rights of, 684, 685.
 - manager directed to remit to, [682].
- contempt by, privilege not protecting from consequences of, 408.
- continuing, where action removed from Mayor's Court, [707].
 - at hearing, 637, 638.
 - order for, when unnecessary, 317, 638, 1232.
 - until sale by judgment creditor, [1715].
 - where plaintiff let into possession of part, [686].
- Conveyancing Act, appointed under, 660.
- costs of, and allowances to, 653, 654, 676, 1619.
 - priority of, in debenture holder's action, 664.
- costs, right of, to retain, 676.
- courts for manor, to hold, [647].
- debenture holders, on application of, [645], 649, 656, 663.
- debts, directions as to payment or recovery of, [644, 645], 655, 656.
- default by, proceedings in case of, 679, 687.
- defending action without leave, costs, 676.
- delivery of documents to, [642, 644].
 - of securities to, [635, 641, 644, 645].
- directions of Court, applying for, 676.
- discharge of, [677, 685, 686], 687, [707].
- dispute as to title, in case of, 658.
- distraining, [670], 675.
 - rights of landlord or owner of rent-charge to distrain, 656.
- district registry, to account at, [677].
- documents, not to part with, until act done, [648].
- dower, to keep down, [1301].
- Ecclesiastical Court, pending litigation in, 658, 659.

RECEIVER—continued.

- equitable execution, by way of, 369, [640, 666], 667—669.
 - circumstances to be regarded by Court in appointing, 667, 668.
 - defaulting trustee, against, 669.
 - ex parte* order, charge or lien not conferred by, 669 (*add.*).
 - future earnings, of, 669 (*add.*).
 - garnishee proceedings, in lieu of, 668.
 - injunction in aid of, [666], 669.
 - judgment creditor, on application of, [640]:
 - declared entitled to a charge, [666].
 - married woman, of life interest of, restrained from anticipation, 816 (*add.*).
 - of separate property of, 661, 668.
 - priority by obtaining, 669 (*add.*).
 - receiver already appointed, judgment creditor to have benefit of, 667, [666], 668.
 - remedy by appointment of, nature of, 667.
 - reversionary property, of, 669 (*add.*).
 - security, appointed without, 664, 669.
 - syndicate, of share in, [666].
 - taxed costs, of, [666].
 - undertaking on appointment of, 669.
 - when and of what property appointed, 667—669, 1722, 1723.
- equitable mortgagee's action, in, 660, [1694, 1700], 1705.
- examination of witnesses by, as to assets, 278.
- executor, bankruptcy or insolvency of, when a ground for appointing, 669, 1320.
 - retain debt, cannot, as against receiver, 665.
 - right of, to receiver, against partner, 1315.
- executrix to deliver papers to, [636].
- ex parte* application, when appointed on, 345, 652.
 - not discharged on, 686.
- expenditure by, on the estate, 675, 676.
 - application to Judge in chambers, as to, 676.
 - prospectively, jurisdiction of Court to allow, 663 (*add.*).
- expenses allowed to, 653.
- farm, of, 654.
- fellowship of college, of, 665.
- final account by, [685], 687.
 - surety to pass, 677.
- firm, liberty to receiver to sue in name of, [644].
- foreclosure absolute, not appointed after, 661.
 - opening of, by receipt of rents, 1650, 1651.
 - judgment, giving credit for sum certain in order to avoid, [1377] (*add.*).
- foreign estates, of, 653, [681—683], 684, 685.
- four-day order against, 679.
- freight of ship, of, [651].
- furniture and chattels, of, 636.
- guarantee society, bond of, accepted as security, 654.
- guardian of infant, ineligible, 653.
- hairlooms, of, [647].
- Indian estate, of, [681].

RECEIVER—*continued*.

- infant's estate, of, 661, 662, 675, 687.
 - payment of maintenance by, 844.
 - steward of manors of, appointed, [647].
- injunction against interference with, 657.
- inquiry as to cutting and selling timber, [672].
 - lands delivered in execution by appointment of, 1713.
 - proceedings to be taken by, 656.
- interest, charged with, 678, 679, 680, 687.
 - directed to keep down, 637, [671], 673, [862, 1688].
 - not permitted to make, on balances, 679.
 - when allowed to, 676.
- interference with, is contempt of Court, 402, 403, 657, 658, 670.
 - by mortgagee, not allowed, 1633.
 - liberty to try right claimed against, 656 (*add.*), [674] (*add.*).
- interim, by consent, [636].
 - landlord, in action by, 659.
 - plaintiff appointed before appearance, [636].
 - with limited power to contract liabilities, [641].
- interim payments, liberty to parties to make, [641].
- "interlocutory order" for appointment of, 651.
- interpleader, claimant in, directed to hold goods, 442.
- inventory of heirlooms, appointment by reference to, [647].
- Ireland, of estates in, or out of jurisdiction, 653.
- judgment creditor, on application of, [640].
 - railway company, of, [649].
 - right of, against receiver and owner, 656.
 - right of, when receiver wrongly appointed, 653.
- "just or convenient," appointment of, when deemed by Court, 651.
- landlord, in action by, 659.
 - rights of, as against receiver, 656.
- leases by, 675.
- legacy, of, 668.
- legal estate, not discharged where right to, in contest, 686.
- legal title, against person in possession under, 660.
- liability of, for money deposited in bank, 679.
- licence to make bricks, ordered to grant, 672.
- Limitations, Statute of, receiver's possession does not affect operation of, 656.
 - when beginning to run in favour of, 680, 687.
- living, of, 665.
- maintenance, allowances to, in respect of, [839, 840].
 - ordered to pay, [862].
- management, powers of, and special directions as to, 660 (*add.*), [669—674], 674—676.
- manager, and, interim by consent, [636, 641], 642. *See* **MANAGER**.
 - of collieries, on behalf of debenture holders, [648].
 - of partnership business, [639, 640].
 - of testator's mines and realty, [646].
- manor, of, [647].
- married woman's separate property, of, 661, 663, 816 (*add.*).
- mines, of, [644], 649, 663.
- misapplication by, remedy for, 679.

RECEIVER—continued.

- moiety of estate, of, 637.
- money in hands of, not in *custodia legis*, 656 (*add.*).
- mortgaged estate, of, [630], 656, 657.
 - to keep down interest, [671].
 - under Conveyancing Act, 660.
 - under power in deed, 656.
- mortgagor and mortgagee, as between, 660, 661.
 - may now be appointed though mortgagee has legal estate, 660.
 - puisne incumbrancer, appointment at instance of, 660.
- motion for, 344, 345.
 - costs of, 652.
 - for leave to, to distrain, adjournment of, 286.
- newspaper, of, 665.
- next friend of infant, ineligible, 653.
- notice to quit by, 675, [1477].
- obstruction of, contempt of Court by, [404], 670.
- occupation rent, when ordered to be paid to, 674.
- office of, emoluments of, 665.
- official receiver appointed in debenture holders' action, [648].
- over payments by, to tenant for life, 657.
- "owner," is not, within Public Health Act, 1875.. 655.
- partition action, in, 659.
- partner's share, of, on application of judgment creditor, 372.
- partnership business, of, [630—643], 662.
 - effect of appointing, 662.
 - executors of partner, at instance of, 1315.
 - manager of, [641, 642], 662.
 - sale of, directed, [640].
 - survivant partner appointed, 662 (*add.*).
- partnership debts, of, [641].
- party to action not appointed except by leave, 653.
 - liberty to, to propose himself, [637].
- pendente lite*, appointment of, 658, 1191.
- "pending" cause or matter, appointment in, 651.
- pension, of, 665, 666.
- possession given to, 380, 674.
 - on behalf of debenture holders, notwithstanding appointment of liquidator, 649, 664.
- possession of, is possession of Court, 655.
- possession of part, tenant for life let into, 637.
- poundage disallowed, 673.
- power to appoint, 656.
 - under Conveyancing Act, 660.
- premium on account of infant, ordered to pay, [652].
- Probate Division, appointment by, 658, 659, 676.
- probate proceedings, appointment of, pending, [636], 637, 658, 659.
- proceedings, should not take, without leave of Court, 676.
- pro interesse suo*, examination of claimant, 403, 656.
- property abroad, receiver and manager of, 653, [681—683], 684, 685.
- purchaser in possession, appointment of, where, 663.
- purchaser to pay deposit to, [300] (*add.*).
- railway, receiver or manager of, 378, [640, 650], 664, 665, 669, [1660, 1660], 1692.

RECEIVER—*continued*.

- rates, of, 665.
- real and personal assets, of, [635], 658, 659.
- recognizances of, 654.
 - inrolment of, 654, 680.
 - putting in suit, [677], 678, 680.
 - vacating, 678, 680, 687, [707].
- remedy by, nature of, 658.
- remuneration to, 653, 664.
- rent-charge holders, on behalf of, 656.
- rent-charges, receiver directed to pay, [673].
- rents in arrear, to be paid to, 655, [670], 675.
- repairs by, directions as to, [671, 672].
- representatives of, account against, 680.
 - payment by, ordered, [685].
- retainer of expenses by, 676.
- reversionary interest, of, 1722.
- salaries, liberty to, to pay, 641.
- salary of, 653.
 - disallowance of, 679.
 - parties appointed to act without, [637].
- sale, not allowed to bid at, 295.
- security to be given by, 664, 655.
 - alternative order if not given, [638].
 - appointment of, before security given, [635].
 - dispensed with, [637], 654.
- sequestrators, discharged by appointment of, 404.
- service, appointed before, 652.
- settlement funds, of, [648].
- share of debtor, of, as one of next of kin, 668.
- share, on application of mortgagee of, 660.
- sheriff, interference by, with receiver, 657.
 - withdrawal of, directions for, 637, 658.
- ship's freight, of, [651].
- solicitor not chosen receiver, 653.
 - receiving rents must pay over to receiver, 655.
- solicitor's business, of, [642], 663.
- steward of manor, appointed as, [647].
- sureties for, who may be, 654, 655.
 - bond of guarantee society accepted, 654.
 - liability of, 680, 681.
 - new, in place of deceased, [678].
 - payment by, ordered, [677].
 - right of, to contribution and indemnity, [677], 680.
- tenants directed to attorn to, [635, 669, 670], 674.
- tenants in common, on application of, 659.
- testator's business, of, until sale, [645, 646].
 - mines and realty of, [646].
- theatrical property, of, [591].
- timber, directions to, as to cutting and selling, [672].
- title, in dispute, formerly not appointed where, 658.
- tolls, of, [650], 651, 669, 675.

RECEIVER—continued.

- trust estate, of, 661.
 - misconduct, unfitness or loss of funds by trustee, in case of, 661.
 - trustee, appointment of, with remuneration, 654 (*add.*).
 - trustee not readily dispossessed, 661.
- undertaking given on appointment of—
 - charge, to deal with, according to order of Court, [657].
 - newspaper, to print, publish, and edit, 665.
 - not to act without leave of Court, 669.
 - not to part with chattels, 636.
 - not to proceed to a sale, [645].
 - to abide by order of Court, 664.
 - to be responsible for receiver's receipts, [635], 649.
 - to give receiver access to documents, [643].
 - to realize property without delay, 649.
 - to submit to immediate judgment for execution of trusts, [645].
 - to supply receiver with money, [644], 649.
 - trustees, by, to account as receivers, 637, 664.
- unpaid vendors, right of, to appointment of, 663.
- wages, authorized to pay, 641.
- West Indian Encumbered Estates Act, under, 683, 684.
 - appointment of manager without security, 684.
 - commission and allowances, 685.
 - lien of consignee for advances, priority of, 684, 685.
 - lien of, when appointed by owner, 685.
- will, appointed by, 656.
- writ of assistance to, [376], 380, 674, 1810.

RECIPE,

- secret, injunction against using, [335], 544.

RECITAL IN DEED,

- effect of, 1973.

RECITAL IN JUDGMENT OR ORDER,

- execution, in orders by way of, [374, 381—383, 389, 390, 392, 412, 414].
- of consent, submissions, undertakings, waivers, &c., 4, 142.

RECOGNIZANCE,

- guardian, by, that infant shall not marry, 844.
- vacated, [851].
- House of Lords, on appeal to, for costs, 747.
- of person directed to prosecute witness for perjury, [400, 410], 411.
- receiver, of, 654.
 - involvement of, 654, 680.
 - putting in suit, direction for, [677], 678, 680.
 - vacating, 678, 680, 687, [707].
- refund, as, [1300, 1300], 1391, 1392.

RECONVERSION,

- infant's realty, of, 870, 1303, 1552.

RECONVEYANCE,

- of mortgaged property, 260, 263, 1067, 1604, [1723]. *See MORTGAGE.*
- when ordered, where instrument or transaction set aside, 1916, 1920, 1922, 1928, 1929, 1934.

RECORD,

- duplicate order to be filed as, 180.
- in one action not evidence in another, 136.
- recognizance, of, of person directed to prosecute, [400].
- reference to, 3.

RECOUPING,

- in administration action, [1400, 1410]. *See* ADMINISTRATION.
- income recouped sums paid to annuitants, [1376] (*add.*).
- tenant for life, by or to, [1412], 1422, [1424].

RECOVERY OF LAND,

- amendment at hearing, 39.
- discovery in action for, 60, 75, 77.
- entry of judgment, in default of appearance or pleading, [147, 148], 149.
- foreclosure action, joinder of, 1249, 1581.
- interlocutory injunction, claim for, as substitute for damages, 8 (*add.*).
- joinder of other claims with claim for, [7], 8, 1249, 1551.
- order or judgment for, how enforced, 370, 380, 381.

RECREATION,

- injunction against trespass under colour of right of, 486.
- right of, acquisition of, 513, 518.

RECTIFICATION OF DEED OR SETTLEMENT, [1436—1439], 1440, 1441, [1911, 1912], 1913—1917. *See* MISTAKE; SETTLEMENT.**RECTIFICATION OF JUDGMENT OR ORDER, 167, 168.****RECTOR,**

- payment of dividends to, [186].
- waste by, 482.

REDEMPTION. *And see* FORECLOSURE; MORTGAGE; MORTGAGEE.

- accounts in action for, [1593—1595], 1637, [1723].
- administration action, in, equity of redemption settled, [1299].
- allowances to mortgagee in action for, 1638—1641.
- annuity, of, [1753, 1759], 1760, 1761.
- appointment of person to convey for estate of mortgagee who cannot be found, [1597].
- assignee, by, 1602.
- assignment of equity of redemption, after, 1598.
- building societies, redemption by members of, [1763, 1764, 1765], 1767.
- chattels, of, [1663].
- claim on equity of redemption, 1598.
- commission, right to charge, 1598, 1632, 1640.
- compound interest, right to, 1609, 1610.
- copyholds, of, 1604, 1605, 1625.
- costs in actions for, 1613—1619.
 - against mortgagee, resisting, or overpaid, 1613.
 - after tender, 1614.
 - loss of title-deeds, 1614.
- creditors, by, 1602.
- Crown, by, on forfeiture and escheat, 1585, 1602.
- defence to action for, 1597.

REDEMPTION—continued.

- derivative mortgagee, by and against, [1730—1734]. *See* MORTGAGE.
- deterioration, inquiry as to, [1634].
- devisee, by, in administration action, [1299], 1300.
- discovery in action for, 58, 69.
- diminution of action for, 1644, 1646, [1656], 1657, [1663, 1733].
 - equivalent to foreclosure, 1657.
- dowress, by, 1602.
- enlarging time for, [1647—1649], 1650.
- equities between parties entitled to, carried out, [1727].
- equity of redemption settled, [1723, 1724].
- fraud, loss of right by, 4 & 5 Will. 3 & M., c. 16., 1599.
- freeholds and copyholds separately mortgaged, of, [1596].
- gavelkind or borough English lands, of, 1602.
- goods pledged, of, [1663], 1663.
- guardian or committee, by, 1602.
- heir, by, 1602.
- impediment of security, in action for, 1597, 1598.
- inquiry as to mortgaged chattels remaining in specie, [1663].
- interest on mortgage debt, payment of, 1607—1611. *See* INTEREST.
- joint tenants, by, 1602.
- jointress, by, 1603.
- judgment creditor, by, 1600, 1603, 1723.
- legal estate outstanding, leaseholds, [1644].
- legal personal representative, by, 1603.
- legatees of mortgagor, by, 1603.
- lien, enforcement of, 1705, 1706, [1707].
- Limitations, Statutes of, effect of, 1605—1611.
- lost deeds, inquiry and indemnity in respect of, [1906, 1907], 1909.
- married woman, action by, 779.
- mortgagee administrator of mortgagor, where, [1299].
 - possession, in, rights and liabilities, 1632—1635. *And see* MORTGAGEE.
- occupation rent directed to be charged, 1623. *See* OCCUPATION RENT.
- offer to redeem, 1597, 1637, 1638.
- overpayment of mortgagee, in case of, [1633], 1637, [1663, 1763].
- partial interest, by person having, 1600, 1603, [1728].
- parties to action for, 1599, 1600, 1645, 1733.
- payment of sum into Court on, [1804].
- personal judgment, right to transfer of, as security, 1582.
- persons entitled to redeem, 1602—1604.
- pleading and procedure in action for, 1597, 1598.
- pledge, of, [1660], 1663.
- policy, of, 1662.
- possession by deceased mortgagee, inquiry as to, [1633].
- production of documents in action for, 69.
- puisse incumbrancer, by, interest on interest allowed, 1609.
- purchaser, by, 1593.
- receiver, appointment of, in action for, 660, 661.
 - at instance of *puisse incumbrancer*, 660, 661.
- remainderman, by, [1728].
- representative parties in action for, 1600, 1601.
- rents, account when taken with, [1630], 1621, 1637, 1638.
 - on rents, [1656].

REDEMPTION—continued.

- right of, generally, 1597 *et seq.*
 - must be clearly shown, 1597.
- sale restrained in action for, [631].
- sale under power, redemption after, 1598, 1599.
- scale of taxation in actions for, 1615.
- second mortgagee, against, 1598.
- sequestrators, by, 1603.
- setting aside deed in action for, 1597, 1598.
- settled property, redemption by purchaser of, where settlement set aside, [1433].
- ship, allowances in action for redemption of, 1640, 1641.
- stipulation postponing right of, 1583.
- stock mortgage, of, [1660].
- subsequent mortgagees, by, 1599, 1603.
- successive foreclosures and redemptions, [1641—1644], 1645, 1646.
- surety, by, 1600, 1603.
- taxation of costs of action for, with set-off of part, [214].
- tenant by the curtesy, by, 1603, [1738].
- tenant for life, by, 1603.
 - of property subject to charges, [1724].
- tenant for years, by, 1603.
- tenant in common, by, 1603.
- tenant in tail, by, 1603.
- tender, judgment after, [1594, 1595, 1738].
 - unconditional, declared to be, [1595].
- term, of mortgage for, 1603.
- time for, 1597.
- title-deeds, right to, 1657. *And see* FORECLOSURE.
 - deposited in Court for parties interested, [1726].
 - loss of, relief in respect of, [1906, 1907], 1909.
- trust to stand charged, conveyance upon, 1583.
- Trustee Act, equitable mortgagee, vesting lands in, after default under judgment, [1067].
- trustee in bankruptcy, by, 1603, 1604.
- trustee, representation of *es. q. tr.*, by, 1601.
- unconscionable bargain, action to set aside, treated as redemption action, 1950, 1951.
- volunteers, by, 1604.
- Welsh mortgage, of, 1772.

REDUCTION OF CAPITAL (30 & 31 V. c. 131, ss. 9—20; 40 & 41 V. c. 26), 2064—2072.

- advertisements required on applications for, 2070, 2071.
 - dispensed with, when, 2070, 2071.
 - of notice of registration of order, 2072.
- cancelling unissued shares, powers of company as to, 2072.
- capital lost, or unrepresented by available assets, by reducing or writing off, 2069—2071.
- Court having jurisdiction as to, 2072.
- creditors, right of, to object to, 2069, 2071.
 - advertisement of notice of list of, 2071.
 - costs of appearance of, 2071.
 - list of, to be verified by affidavit, 2071.

References to the Forms are printed thus [456].

REDUCTION OF CAPITAL—continued.

- extinguishment of surrendered shares, by, 2070.
- hearing of petition for, 2071.
- inquiry as to creditors, notice of presentation of petition, [2067].
- minute set forth in schedule to order, 2064, 2072.
- forms of, 2064, [2065, 2068].
- order confirming special resolution, notice to creditors dispensed with, [2064].
- partial, whether legitimate, 2068.
- payment of fund into Court to secure objecting creditors, [2067].
- with liberty to apply when debentures paid off, [2067].
- powers of company to reduce capital, 2068, 2069.
- preference shareholders, as affecting, 2068, 2069.
- purchase of shares by company itself, by means of, 2068.
- registration of order confirming reduction, 2072.
- words "and Reduced," addition of, to name of company, 2069.
- dispensed with, when, 2070.
- period for retaining, 2069.

RE-ENTRY,

- forfeiture of lease under proviso for, 1976—1978.

REFEREE, OFFICIAL, CHAP. XXVI., section 2..362—368.

- account, question of, referred to, 362, 365, 1153.
- accounts and inquiries, how taken by, 367.
- amendment, power of, to order, 366.
- appeal from order of reference, 366.
- on motion to vary report, 730.
- from order on application for a new trial before, 365 (*add.*).
- appointment, duties, and powers of, 364—368.
- has no power to commit, 366.
- costs, discretion as to, 365.
- evidence before, subpoenas to give, 366.
- judgment after report of, [146, 363].
- after trial before, [363], 363.
- set aside, [364], 366.
- trial of issue before, [363].
- entry of, power of referee to direct, 366.
- by registrars in Chancery Division, 368.
- nuisance, reference as to, when referee reports that no nuisance exists, *see add.*
- order by, for accounts to be brought in, [364].
- order for trial before, [363].
- after report of, [146, 363].
- production of documents before, 366.
- reference as to inquiry and report, [363].
- by registrar, *see*.
- different modes of, *see*.
- in what cases, *see*.
- without consent, when prolonged examination of documents required, *see*, *add.*
- or matters of account are in dispute, 365.

REFEREE, OFFICIAL—continued.

- report of, 367, 368.
 - adopting or varying, 367, 368.
 - remitting for rehearing, [364], 367, 368.
- special case, power to state, 367.
- submission of questions, &c., to Court, 367 (*add.*).
- transfer from one referee to another, 366.
- trial of action before, 324, 364, 365.
 - similar to trials in Court, 366.
 - time for, sitting *de die in diem*, 366.
- witnesses, attendance of, enforced before, 366.

REFEREE, SPECIAL,

- architect or surveyor, reference to, 362, 489, 490, [491], 493, [521], 522, 527.
- judgment on report of, [363], 368.
- Life Assurance Companies Act, under, [363].
- negligence, not liable for, if acting *bond fide*, 360.
- order for trial before, [363].
- reference to, for inquiry and report, [362].
 - as to matter of account, 365.
 - as to nuisance, [521], 527.
 - as to scientific question, 365.
 - as to separation, &c., of mines, 498.
 - mode of, 364.
- remuneration of, 368.

REFERENCE TO RECORD, 3.**REFERENCE TO REGISTRARS' BOOKS, 3.****REFRESHERS, 263.****REFRESHMENT ROOM,**

- agreement as to occupation of, 1890.

REFUNDING,

- legatee under will of defaulting trustee, by, 997.
- legatees, by, [1393, 1394], 1396.
 - in favour of, [1394], 1397, 1398.
- money obtained by fraud or misrepresentation, [1919, 1923].
- next of kin, in favour of, 1397.
- security for, if title displaced, 743, 744, 792, [1280, 1390], 1391, 1392.
- tenant for life, by, 979, 1422.

REFUSAL,

- admission, to make, costs occasioned by, 142, 143.
- appeal from, 732, 733.
- motion, of, [312, 343].
- special case, to answer, [318].
- trustee, by, to account or convey, 996, 997. *See TRUSTEE; TRUSTEE ACTS.*

REGISTER,

- parochial, &c., extracts from, 137, 1056.

REGISTRAR,

- amendment by, 181.
- certificate by, as to special allowance of costs, 258.
- duties of, as to entering evidence, 133.
- judgment, &c., drawing up, passing, and entering by, 163—168.
- Probate Division, in, 276.
- money orders to be drawn up by, 189.
- petitions of course, orders on, drawn up by, without direct application to judge, 339.
- undertaking by signing registrar's book, [452], 455.

REGISTRAR OF SOLICITORS, 949.**REGISTRARS' BOOKS (Reg. Lib.),**

- dates of, before and since 1860..4.
- references to, 3.

REGISTRATION,

- "assurance," or "memorandum of charge," of, 1753 (*add.*).
- companies, of, with similar names, 546.
- copyright, of, 578, 579.
- deed of arrangement, of, 1921.
- effect of, as notice, 1753.
- equitable mortgage, of, priority by, 1753.
- extracts from register of births, &c., form of entering, in orders, [129].
- judgments, of, 1720, 1721.
- Land Charges Registration and Searches Act, 1888, under, 1753.
- Land Transfer Act, under, 1592.
- lis pendens*, of, 1754.
- mortgage, of, under Companies Acts, 1690.
- under local Registry Acts, 1752—1754.
- under Mortgage Debenture Acts, 1693.
- patent, of, at Patent Office, 2000—2004. *See* PATENT.
- priority how affected by, 1752—1754.
- Registration of Titles Act, under, 1704.
- sequestration, of writ of, 404.
- trade marks, of, 541, 544. *See* TRADE MARK.
- transfer of shares, of, 1968.
- damages in case of refusal of, 1921.
- vacation of, 1921, [1922].

REHEARING. *See* APPEAL.**RE-INVESTMENT,**

- charity money, of, 1122, 1123.
- Lands Clauses Act, under, 1090, 2019—2027. *See* LANDS CLAUSES ACT.
- Settled Land Acts, under, [1503], 1525. *See* SETTLED LAND ACTS.

RELATOR,

- costs of, 221.

RELEASE,

- account "notwithstanding," 1179.
- alleged promise of marriage, from, enforcement of agreement on, 1835.
- client, by, to solicitor set aside, [1947].

RELEASE—*continued*.

- co-surety, of, effect of, 1785.
- debt, of, voluntary, effect of, 1202.
- directed in case of election to take under will, [1342].
- established with leave to surcharge and falsify account, [1174].
- infant, by, to trustees, after majority, 854.
- inquiry as to execution of, [1283].
- mistake, set aside in case of, 1915.
- power of, 1469.
- set aside before account opened, 1179.
- trustee when entitled to, 1278, 1284, 1285.
- with insufficient knowledge, effect of, 1179.

RELIGIOUS EDUCATION, [847, 880, 881], 886—888. *See* INFANT.

REMAINDERMAN. *See* TENANT FOR LIFE.

REMOTENESS,

- appointment when void for, 1356.
- direction to lease to kindred for ever, 1121.
- directions void for, modified, under executory trust, 1450, 1452.
- election, where gift by will is void for, 1343.
- legacy declared void for, [1347, 1348].
- religion, forfeiture on change of, 1469.
- restrictive covenant as to land, not void for, 470.
- what gifts are void for, 1355, 1356.

REMOVAL,

- action, of, from District Registry, 152, 153, [697], 699, 700. *See* TRANSFER OF CAUSE OR MATTER.
- from County Court, [709], 712, 713.
- from Mayor's Court, [707, 708], 711.
- to County Court, [708], 711, 712.
- infant, of, out of jurisdiction, [877, 878], 888.
- next friend of, 825, 826.
- trustee, of, 1023, 1024, 1046, 1078. *See* TRUSTEE.
- charity, of, [1105], 1115, 1121, 1122. *See* CHARITY.

RENEWABLE LEASEHOLDS. *See* SETTLEMENT; TENANT FOR LIFE.

- account against trustee taking renewal in own name, 987.
- allowance to mortgagees for renewal of lease, 1622, 1630.
- duty of trustees to convert, 978.
- renewal of leases, orders, &c. as to, [1485, 1492], 1493, 1494.
- renewed lease declared to be assets of partnership, [1801].

RENEWAL OF WRIT, 8.**RENT**,

- account of, in administration action, [1208, 1230, 1240, 1288].
- in foreclosure action, [1580, 1620, 1623], 1629, 1633, [1696, 1762].
 - where deed set aside, 1916.
 - with rests, [1620], 1637, 1638.
- in partition action, [1540, 1541], 1557, 1558, 1565.
- in specific performance action, [1859, 1863, 1868], 1869, 1870.
- apportionment of, 1482, 1483. *See* APPORTIONMENT.

RENT—*continued.*

- arrears of, no priority over simple contract debts, 1202.
- receiver entitled to, 655, [670], 675.
- distress for, by mortgagee, 1584, 1630, 1631.
- by mortgagor, 1631, 1632.
- mortgagee, no allowance to, for receiving, 1639.
- occupation, [1300, 1623, 1635], 1636, 1638—1640. *See* OCCUPATION RENT.
- past, mortgagee not entitled to account of, 1633.
- payment of, in advance to mortgagor, 1631.
- receipt of rents by equitable mortgagee in possession, 1607, [1696].
- receiver, action by, for, [670], 676.
- allowance to, for collecting, 653.
- distress for rent by, [670], 675.
- receipt of rents by, 657.
- rents ordered to be paid to, 655, [670], 675.
- undisposed-of, destination of, 1249.

RENT-CHARGE, 1758—1761.

- action in respect of, 1761.
- boundaries ascertained in action by grantee, [1572].
- creation of, under Settled Land Acts, 1518, 1619.
- glebe lands, charge on, by Inclosure Commissioners, enforced by sale, [1700], 1761.
- inquiry as to persons entitled to, [1750].
- kept on foot, [1634].
- partition of, 1550.
- subject to, [1563].
- railways, of, declaration of priority, [1689].
- receiver ordered to pay, [673].
- redemption of, by transfer of government stock, 1380 (*add.*).
- release of, 1761.
- sale, arrears raised by, 1379, 1381, [1750].
- terminable, discharge of, under Settled Land Acts, 1625.
- tithes in lieu of, 1761.
- waste by terre-tenant, remedy for, 480 (*add.*), 1629 (*add.*).

RENTS AND PROFITS. *See* RENT.

- account of, in creditor's action, when directed, 1208.
- direction for payment out of, charges corpus, 1204.
- meane, when resorted to in creditor's action, 1208.

REPAIRS,

- account of sums expended for, [1621, 1622], 1640.
- allowances for, to mortgagees, [1621], 1640.
- partition action, in, [1540], 1557, [1565].
- expenditure by trustees or tenant for life for, allowed, 995, 999, 1004, 1480, 1481.
- infant's estate, on, expenditure for, 856, 870, 871.
- investment in, under Lands Clauses Consolidation Act, 2026, 2027.
- receiver, by, directions as to, [671, 672].

REPLACEMENT,

- stock, of, where transfer forged, [1918].

REPLY,

- leave to plead subsequently to, [32], 36.

REPORTS,

- Admiralty, to, privileged in actions for damage by collision, 83.
- improper or unfair, of legal proceedings, injunction against, [585], 588.
- law, copyright in, 581.
- medical officer of insurance company, of, discovery as to, 82.
- referees, of, 367, 368. *See* REFERENCE.
- orders after, [146, 363].

REPRESENTATION,

- debenture holders, of classes of, [1685].
- of *cestui que trust* by trustee, 1251, 1252.
- of class by solicitor, 1271.
- of numerous parties, practice as to, [107], 108, 1251, 1321, 1325.
- of shareholders, suing in respect of acts *ultra vires*, 602.
- order for, against will of defendants authorized to defend on behalf of class, 108 (*add.*).

REPRESENTATIVE. *See* EXECUTOR; LEGAL PERSONAL REPRESENTATIVE.

- accounting party, of, continuing proceedings against, [102].
- appointing and dispensing with representatives of persons and classes, [107, 108], 109.
- practice as to, 108—110.
- case, order to try, [703], 706, 727.
- patentee, of, grant to, 1980, 1982.
- solicitor, of, taxation by or against, [252—255].

REPUDIATION,

- of contract or suit by infant on coming of age, [823], 825, 830, 836.

REQUEST,

- lodgment of funds, as to, 182.
- sale, for, in partition action, 869.

REQUISITIONS ON TITLE, 1859, [1882]. *See* VENDOR AND PURCHASER.**RE-SALE, [310, 311], 313, 1454, [1833].****RESCISSION OF CONTRACT, [311], [1794], 1795, 1856, [1900], 1901, 1914, 1924, 1926—1928, 1933.****RESERVATION,**

- minerals, of, 501.

RESERVED BIDDING, [286], 293, 294.**RESIDENCE,**

- condition as to, 1453.
- infant, of, order as to place of, [841, 878—880, 882, 883].
- trustees to keep up, for widow electing to take by will, [1302].

RESIDUE. *And see* ADMINISTRATION.

- distribution of, [1257—1259].
- executor, right of, to take beneficially, 1353, 1354.
- gift of, failing, goes to next of kin, 1328.
- inquiry as to particulars composing, [1242].
- legacy falling into, 1349.

RESIDUE—*continued.*

- legatee of, refunding, [1393—1395], 1396, 1397.
- right of, to attend accounts, 1252.
- parties to administration action, 1250.
- payment of costs out of, 1266—1268, 1329.
- share of, adeemed by portion, 1462, 1463.
- tenant for life of, [1410—1416], 1417—1422.
- transfer of, in proportionate parts, [191].

RES JUDICATA, 123.**RESPONDENT**,

- petition to, to be named, 340.

RESTRAINING ORDER. *See* **INJUNCTION.**

- stock or shares, as to, [617, 618], 619.

RESTRAINT OF TRADE,

- area and time, distinction between, restraints as to, 468 (*add.*).
- forms of orders for injunction, [463—465].
- goodwill, covenant on transfer of, 468 (*add.*).
- must be reasonable, 467, 468.
- stipulations as to, construed strictly, 467.

RESTRAINT ON ANTICIPATION, [764—767], 768—770. *See* **MARRIED WOMAN.****RESTRICTIVE COVENANT**,

- enforcement of, by injunction, [463—465], 469—471.
- in case of building scheme, 470.

RESTS,

- account with, [984], 988, 989, [1620], 1621, 1637, 1638.
- rents, account of, with, [1620], 1621, 1637, 1638.

RESULTING TRUST, 1428, 1464. *See* **TRUST.****RETAINER**,

- executor, by, of own debt, [1285], 1285—1288. *And see* **EXECUTOR.**
- bankruptcy, transfer of administration to, grounds for and effect of, 1236, 1288.
- debts capable of being retained, 1286, 1287.
- judgment or order, effect of, 1286.
- no right of retainer of legacy, 1287.
- partner, by, surviving, of partnership assets, 1818.
- receiver, by, of expenses, 676.
- right of, 1285.
- none against receiver, 655.
- heir or devisee, by, 1288.
- receiver, how affected by appointment of, 655, 1286.
- solicitor, of, [233], 236, 915, 916. *See* **SOLICITOR.**
- trustee by, of claim or debt against *cestui que trust*, 979, 980.
- of costs, &c., [1109, 1436, 1437].

RETAINING FEE,

- allowance of, 265.

RE-TRANSFER,

of action to County Court, 705, [706].

RETURN OF WRIT,

enforcement of, [339], 390.

REVERSION,

inalienable character of, 790, 801.

infant, of, expenditure out of, 826, 855.

mortgage for term, of, direction to reconvey, [1578].

purchase of, with leave or sanction of Court, [1455], 1494, 1525.

sale of, time of the essence, 1847.

Sales of Reversion Act (31 V. c. 4), 1949, 1950.

valuation of, as between tenant for life and reversioner, 1422, 1423.

wife, of, effect of protection order on, [785]. *See* MARRIED WOMAN.

effect of judicial separation on, [816].

REVERSIONER,

enforcement of covenant at suit of, 469.

unconscionable bargain with, 1949, 1950.

REVIEW,

of taxation, [255, 256], 257—266.

**REVIVING OR CARRYING ON PROCEEDINGS. *See* CHANGE OF INTEREST
OF PARTIES.**

appeal, for purpose of, 105.

of petition, 341.

of proceedings abating after taxation, [254].

practice as to, before Judicature Acts, simplified by new rules, 103.

new practice, 103—106.

REVOCATION OF PATENT, 1987—1989. *See* PATENT.

RIFLE RANGE,

injunction against use of, [523], 526.

RIGHT OF COMMON, [514—516], 516—518. *See* COMMONABLE RIGHTS.

RIGHT OF WATER, [510—512], 512, 513. *See* WATER.

RIGHT OF WAY,

injunction as to, 505, 506, 509. *See* WAY.

RIGHT (PETITION OF), [348], 349, 350. *See* PETITION OF RIGHT.

RIPARIAN OWNERS,

rights of, injunctions to enforce, [511, 512], 513.

against waterworks company, 605.

RIVER,

diversion of, by railway company, restrained, 604.

pollution of, injunctions against, [523—531], 531—534.

Act, 1876..531.

rights in, enforced by injunction, [511, 512], 513.

ROAD,

injunction against obstructing, [507], 594, 598, 604.

ROLLING STOCK, 378, 607. *See* RAILWAY COMPANY.

ROLLS,

striking solicitor off, [946], 949, 950.

ROMAN CATHOLIC,

education of infant as, [831], 886.

payment of dividends to person not being, [183].

ROMAN CATHOLICS,

charities of, 1093, 1102, 1103.

ROMILLY'S ACT, 1098, 1099. *See* CHARITABLE TRUSTS ACTS.

RUNNING POWERS, [508]. *See* RAILWAY COMPANY.

SALARY,

account of what is due for, [463].

attachment of, 433.

receipt of, varying with profits of partnership, 1825.

receiver's, 653, 679.

receiver appointed without, [637].

regulated by profits, computation of, 1811, 1897.

SALE. *See* SPECIFIC PERFORMANCE ; VENDOR AND PURCHASER.

approval of, application in chambers for, 276.

benefit building society, by, under powers, 1766.

charity lands, of, 1089, 1103, [1110], 1111.

conditions of, 293, 294, 1844, 1854—1856. *See* VENDOR AND PURCHASER.

costs of, 220.

under Solicitors' Remuneration Act, 267—269.

dower, subject to or free from, [1300, 1301].

foreclosure action, in, 1587—1593. *See* FORECLOSURE.

goodwill, of, 1800. *See* PARTNERSHIP.

infant's realty, of, jurisdiction to order, 868, 869.

postponed, [868].

injunction against, in redemption action, [621].

inquiry as to, by testator, [1302—1306].

instalments, sale of goods by, right to refuse delivery, 1973.

land, specific performance of contracts for sale of, 1834, 1838—1840. *See* SPECIFIC PERFORMANCE.

lands delivered in execution, of, 369.

mines, of, [1470, 1471], 1472.

mortgagee, by, restrained, [621], 622, 623.

mortgagee, remedy of, by, [1587—1590], 1591—1593. *See* FORECLOSURE ; MORTGAGE.

partition action, in, 1554 *et seq.* *See* PARTITION.

pledgee, remedy of, by, 1662, 1705.

portions, to raise, [1456, 1457].

power of, 959, 960, 1706. *See* POWER ; TRUSTEE.

public-house, of, as going concern, 1847, 1869.

set aside as against creditors, [1952].

for fraud, misrepresentation or mistake, 312, [1911, 1912], 1913 *et seq.*

See FRAUD ; MISTAKE.

SALE—continued.

- sheriff, by, in interpleader action, [444—448], 447.
- under writ of execution, 378, 379.
- solicitor, by, to client, 938, 939.
- solicitor conducting, may not purchase, 295, 939.
- stayed pending appeal, 744.
- straw, of, restrained, [466].
- trust for, does not authorize mortgage, 959, 965.
- trustees, by, in breach of trust, [623], 623, 959.
- undertaking to stay, [453, 645].

SALE BY THE COURT, CHAP. XIX., 288—314.

- abatement in purchase-money, inquiry as to, 291.
- abstract of title, 293.
- delivery of, 303.
- where lots are very small, 304.
- account of proceeds of sale of realty, [1303].
- adding direction for, to judgment or order, [168].
- administration action, in, 292, 1206, 1207, [1223], 1241.
- advertisements on sale in partition action, [1544, 1545], 1556, 1557.
- advowson, of, 1550, 1567.
- annuity, arrears of, to raise, [1759], 1760, 1761.
- appeal, pending, suspended, 744.
- apportionment of purchase-money, several mortgages, [1291].
- approbation of judge, sale with, 288, 1207.
- auction, by, before chief clerk, 293.
- auctioneers, security of, reduced, [291].
- bankruptcy of purchaser, proceedings on, [311], 313.
- bonds in Court, order for sale of, 293.
- business, of, as going concern, [641], 662, [1796, 1803], 1809.
- certificate of result of, 297, 298.
- discharging or varying, 297.
- highest bidder not purchaser until certificate binding, 297.
- losses arising after, how borne, 297.
- settlement of, 297.
- chambers, by auction or tender in, 293, 297.
- chambers, in, in partition action, [1533—1544], 1554, 1558.
- Chancery Division, business as to sale of real estate assigned to, 291.
- charity lands, of, 1089, 1118.
- compensation to purchaser, [300], 308.
- conditional contract for, ordered to be carried into effect, [290, 333].
 - increased price offered by third party before confirmation, [290].
 - with variation of price, [290].
- conditions of sale on, 293, 294.
- leaving at chambers, 294.
- settlement of, 293.
- conduct of sale, discretion of Court as to giving, 292, 294.
- how exercised, 294, 295, 1207.
- consent of beneficiary, against, 292.
- consent of incumbrancers to, 295, 296.
- contract for, adoption of, [1542].
- conversion by judgment for, 1307, 1552.

SALE BY THE COURT—*continued.*

- conveyance, order for purchaser to leave, [300].
- compelling execution of, 308.
- costs of application respecting, 307.
- delivery of, to purchaser, 305.
- parties to, 307.
- settlement of, by judge, 307.
- under Settled Estates Act, 307.
- Conveyancing Act, under sect. 25 of, [291], 292.
- conveyancing counsel, reference to, 293, 303.
- costs of, in administration action, 1251, 1267.
- private counsel, of, 293.
- purchaser's, where title bad, [309], 312.
- of application at chambers respecting conveyance, 307.
- security for, by plaintiff in redemption action, 292.
- creditor's action, in, 1206, 1207.
- debenture holders, on application of, 292.
- defendant allowed to be purchaser, though not having leave to bid, 294.
- deficiency on re-sale, purchaser to make good, [310].
- deposit, 296.
- deduction of, on payment in of purchase-money, [299].
- forfeiture of, [311], 313.
- payment of, into Court enforced, [290].
- repayment of, to purchaser, [309], 312.
- security for, 296.
- security fund for, payment into Court of, [290], 296.
- descended estates, sale of, in creditor's action, 1207.
- diamond ring, order for sale of, [289].
- discharge of purchaser, where title bad, 303, 304, [309], 311.
- mere irregularity in the proceedings not sufficient, 312.
- except under Partition Act, 312.
- or where error in judgment, 312.
- where it is inequitable to require performance of contract, 312.
- where judgment fraudulently obtained, 312.
- disclosure, duty of fiduciary to make, to Court, 297.
- dower, sale of land subject to, [308].
- equitable interests bound by order for sale, 307.
- equitable mortgagee's action, in, [1700], 1701. *See* MORTGAGE, EQUITABLE.
- foreclosure action, in, 292, [1587—1590], 1591—1593. *See* FORECLOSURE.
- forms of orders for, [288—291].
- four-fifths of leasehold, of, or whole by consent, [289].
- further consideration, on, [1229, 1231, 1357—1359].
- goods, wares, and merchandise, of, under O. L. 2., 292.
- hearing, when directed at, in partition action, 1553 *et seq.*
- heir-at-law of intestate purchasing, to hold free from claims by creditors, [301].
- horse, order for sale of, 289.
- immediate, in foreclosure action by consent, 1592.
- incumbrances, distinct, sale in case of, 1207.
- inquiries, as to, directed, 295, 306.
- separate, on separate parts, where there are, 1207.

SALE BY THE COURT—*continued.*

incumbrancers, consent of, to, 295, 296, [1587, 1588].

Conveyancing Act, s. 5, provisions of, 295.

costs of, priority of, 306, 1627.

inquiry as to title on, [298].

whether sale beneficial, [1542].

insanity of purchaser, effect of, 312.

interest, liability of purchaser to pay, 305.

interference with, not allowed, 294.

judgment creditor, on petition or action by, 1584, [1713—1718], 1721—1723.

where actual delivery not obtainable, [1715, 1716], 1722, 1729.

jurisdiction of Court to order, 291, 292.

legacies, numerous, of land charged with, 296.

liberty to apply for, where Crown interested, [1702].

liberty to apply in Chambers as to proceeds, [1702, 1714].

as to purchase-money, [1230].

for sale, in partition action, [1533—1544], 1554, 1555.

in foreclosure action, [1579, 1696].

liberty to parties to bid at, [288], 295, [640, 1539, 1543, 1544], 1554.

and to set off purchase-money, [1543, 1557].

order for, how obtained, 295.

to whom given, 294, 295.

when necessary, 294.

liberty to party to make proposals for purchase, [1400].

mortgagee creditor's action, sale of realty in, 1211, [1229].

mortgagees having purchased mortgaged copyholds to hold free of equity of redemption, [301].

mortgagees paid off out of purchase-money, [300].

mortgages, remedy of, by, 292, [1587—1590], 1591—1593. *See* FORECLOSURE.

notice of judgment for, service of, 169.

opening biddings, 297, 298.

order for, when made, 291, 292.

out of Court, [288], 296, 1502, [1519], 1521, [1546], 1555.

conduct of, 294.

under Partition Act, [1456], 1555.

with consent of incumbrancers, purchase-money to come into Court, [289] (*add.*).

particulars and conditions of sale on, 293, 294.

partition action, in, 1554 *et seq.*

alternative order, [1549].

part sale, part partition, [1548], 1552.

partnership, sale of, as going concern, [640, 1796, 1803], 1809.

as most beneficial, [1801].

perishable property, of, 293.

policy on life, payment in of purchase-money of, 299.

possession, delivery of, 307.

costs of purchaser kept out of, 307, 308.

enforcement of order for, 307.

private contract, by, practice as to, 296, 297.

proceeds of, distribution of, [1543, 1546].

proposals, carrying in, for sale by private contract, 296, 297, 1242.

for purchase by party, [1400].

SALE BY THE COURT—continued.

- purchase-money, payment in of, and completion, [299].
- abatement, inquiry as to, [291].
- by instalments, [299].
- compensation to purchaser out of, [300], 308.
- compulsory order for, and to complete, [309].
- conveyance provided for in order, 307.
- direction for, signed by chief clerk, sufficient authority to paymaster, 303.
- enforcement of order for, 303, 313.
- interest on, [299], 304.
- investment of, and dealing with, 305.
- lodgment schedule to order, 305.
- mortgage, by consent, kept on foot, [301], 306.
- mortgage paid off out of, [300], 306.
- plaintiff mortgagee, to be paid to, 1185.
- property tax, deduction of, 305.
- purchaser not bound to see to application of, 305.
- purchaser, on application of, [299].
- rents, deduction of, 305.
- sale out of Court, on, to be brought into Court, [299] (*add.*).
- several purchasers, on application of, 304.
- stop order on, must be lodged at Pay Office, 305.
- vendor, on application of, [299].
- realty, of, in one lot, 1249.
- redemption action, in, 292.
- request for, in partition action, 1553 *et seq.*
- by married woman, infant, &c., 1554.
- resale on default by purchaser, [310], 313.
- where purchaser bankrupt, [311].
- rescission of contract, on vendor's application, [311].
- reserved biddings, directions as to, [293], 293, 294, [1589, 1590].
- Sale of Land by Auction Act, 1867, application of, 293, 298.
- schedule of purchasers, 290.
- sequestration, under, proceedings as to, [396, 397], 399, 400.
- Settled Land Acts, under, 1519—1523. *See SETTLED LAND ACTS.*
- settled property, leave to apply for sale of, [1443].
- shares in leaseholds, order to sell, or whole, by consent, [289].
- shares in limited companies, of, 293 (*add.*).
- sheriff, by, ordered, and payment of proceeds into Court, [444], 447.
- solicitor of party having conduct of, 293, 294, 305, 339.
- stoppage *in transitu*, right of, [1973], 1974, 1975.
- substituting purchaser, [302], 309.
- advanced price, right to, 309.
- affidavit of no collusion or under-bargain, 309.
- order for, how and when made, 309.
- succession duty, payment of, 306.
- term of years, order for sale of nine months' term, 289.
- timber, deduction of valuation of, on payment of purchase-money, [299].
- title, inquiry as to, [296].
- costs of, 304.
- equitable, purchaser when compelled to take, 304.
- found bad, proceedings in case where, [311], 312.

SALE BY THE COURT—*continued*.

- title, held accepted, [299], 304.
- investigation of, 303, 304, 1207.
- question as to, how to be raised, 303.
- requisitions and objections, 303.
- root of, 304.
- title deeds, 308.
 - duty of parties having possession of, 295.
 - order to deliver, to several purchasers, [302].
 - relating jointly to other estates, [302].
 - who entitled to custody or retention of, 308.
 - “largest lot,” meaning of term, 308.
- Trustee Acts, vesting lands under, or appointing person to convey, 1048, [1057], 1059, 1063, [1064], 1065, 1068, 1069, 1207.
- undertaking of company, jurisdiction of Court as to, 292.
- unincumbered estate, order for sale of, [288].

SALE OF LAND BY AUCTION ACT, 1867..293, 298.**SALVAGE,**

- account of sums received for, [1169].

SAMPLES,

- leave to take, [561, 562], 563.

SANATORIUM,

- injunction against using premises as, [464].

SANITY,

- issues as to, [332].

SAPLINGS,

- injunction against cutting, 478.

SATISFACTION,

- covenant, of, by legacy, [1348], 1352.
- legacy, of, by advances, 1351, 1352.
- in pendens*, of, how entered, 1754.
- mortgage debt, of balance of, out of general assets, [1209].
- portion, of, by subsequent gift by will, [1458], 1463, 1464.

SAVINGS,

- married woman, of, 763, 764.

SCALE,

- costs, of, 223, 257, 267—269. *See Costs*.

SCANDAL,

- interrogatories, scandalous, costs of, 60.
- struck out, [46], 60.
- pleadings when struck out for, [30], 33, 34.
- proceedings in chambers, 283.

SCHEDULE,

- carrying over funds, for, [1258].
- creditors, of, [1226].
- entering evidence by way of, forms of, [127, 128].

SCHEDULE—continued.

- expenditure allowed for repairs, of, [999].
- funds, orders dealing with, to be printed with, 6.
- lodgment, forms of, [178, 179, 1258].
- payment, forms of, [186—197, 208, 1258].
- purchasers, of, on sale by Court, 290.
- scheme for charity, scheduling, [1086, 1087].

SCHEME,

- maintenance or education of infant, for, 851, [878].

SCHEME FOR CHARITY. *And see CHARITY.*

- adjourning petition for, to chambers, 1095.
- adopted, [1086].
 - schedule to certificate adopted, [1087].
 - scheme scheduled to order, 1086, [1087].
- Attorney-General to have notice of, [1084], 1095.
- chambers, directed in, 1095.
 - reference to approve, 1084.
- charity commissioners, by, 1092, 1094, 1102, 1113, 1115, 1116.
- declarations and inquiries as to, 1084.
- directions for, [1083, 1084, 1085], 1106, 1126, 1133.
- leave to parties to attend proceedings for, 1095.
- payment to trustees, without scheme, 1094.
- regard being had to particular circumstances, 1095.
- schools, for, 1084, 1095, 1096, 1119.
- superseded and new scheme adopted, [1087].
- when directed, 1094—1096.

SCHEME FOR MAINTENANCE OF INFANT, [878, 879]. *See INFANT.***SCHEME OF ARRANGEMENT, 2048—2052. *See RAILWAY COMPANIES ACT, 1867.*****SCHOOL. *See CHARITY.***

- boarders, permitting master to take, 1096.
- charity commissioners, jurisdiction of, over, 1096.
- Endowed Schools Act, 1869.. 1096—1098.
- gifts to, by deed or will, 1092, 1136, 1137. *See CHARITY.*
- head master, vested interest of, 1098.
- infant sent to, [851].
- inquiries as to management of land of, [1117].
- master's income, apportionment of, 1095.
 - inquiry as to, [1117].
- religious instruction, admission of dissenters, 1097.
- scheme for, directed by Court, 1084, 1095, 1096, 1119.
- site of, allowed to be removed, 1096.
- transfer of, to school board, 1097, 1100, 1121.
- trustees of, appointment of new, 1100.
 - appointment of dissenters, 1100.

SCIENTIFIC,

- investigation, trial of case involving, 324.
- witness, examination of, in chambers, 279.
- remuneration of, 264. *See EXPERT.*

SCIRE FACIAS,

patent, for repeal of, rendered obsolete, 1988.

SCOTCH COURT,

adjournment to await result of proceedings in, 625.
case sent for opinion of, [714, 715], 716.
decree of, enrolment of, 170.
opinion of, how entered in orders, [135].
order on case remitted by, [715].
staying proceedings in, [624].
winding-up order by, enforcement of, in England and Ireland, 173.

SCOTCH LAW,

confirmation of will, 1192, 1193.
form of entering, in orders, [135].
inquiry as to, [1331].
tutors, authority of, under, 846.

SCOTLAND,

administration of estate in, jurisdiction to order, 1196, 1336, 1338.
affidavit sworn in, 203.
domicile in, declared, with inquiries as to rights of widow and children,
terce, jus relictæ, legitim, [1331].
how acquired, 1335.
evidence taken in, 98.
service of process in, 17, 18.
leave to serve writ, [11].
subpoena ad testificandum, [88].
staying proceedings in, [624].

SEA BEACH,

injunction against removing, [486], 514.
specific performance of agreement to demise, 1890.

SEAL,

company, of, to summons under Lands Clauses Act, 274.
District Registry, of, documents bearing, 136.
documents admissible without proof of, 137, 138.

SEALING,

patent, of, 1982.
up part of documents produced, [47], 50, 72, 73.

SECRETARY,

of company, discovery by, [59], 63.
liability of company for fraudulent act of, 1926.
specific performance against, 1846.

SECRET PREPARATION,

injunction against making and selling, [535], 544.

SECRET PROFIT,

agent or promoter, by, 1172, 1234, 1938, [1939], 1940, 1941. *See* AGENT.

SECRET TRUST,

charity, for, [1125], 1136, 1141.

SECURED CREDITOR, 1209 *et seq.* See CREDITOR'S ACTION; MORTGAGEE.

SECURITIES,

box, securities which must be placed in, 184.
 carrying over of, [306], 208—210.
 delivery out of, [177], 184, [192, 197].
 deposit of, [176, 178, 179]. See DEPOSIT.
 dividends on, payment of, 186—190. See PAYMENT OF DIVIDENDS.
 investment in, [196], 200, 201. See INVESTMENT.
 liabilities, against, [1280, 1281].
 orders restraining dealings with, [588, 589, 616], 617, 1949. See ATTACHMENT; CHARGING ORDER; INJUNCTION; STOP ORDER.
 solicitor, taken by, from client, 935—940. See SOLICITOR.
 surety, right of, on paying off creditor, 1782, 1790.
 transfer of, into Court, 175—185. See PAYMENT AND TRANSFER INTO COURT.
 transfer of, out of Court, 186—207. See PAYMENT AND TRANSFER OUT OF COURT.

SECURITY REQUIRED BY COURT,

costs, for, 26—29.
 amount of, 28.
 application for, 28.
 bond, ordered to be given by, [26], 28.
 counterclaim amounting substantially to a defence, in case of, 27 (*add.*).
 Declaration of Title Act, under, [2084], 2085.
 discovery, for costs of, 57.
 dismissal of action in default of, 117, [119].
 foreign state or company, by, 28.
 increase of, application for, 28 (*add.*).
 insolvency or poverty, on ground of, 29.
 interpleader proceedings, in, 28.
 limited company, by, 27, 29, 740, 741.
 married woman, by, 29, 118, 751.
 next friend, by, 820, 824.
 on appeal, [738, 739], 740, 741. See APPEAL.
 payment into Court, by, [26], 28.
 persons out of jurisdiction, by, [26], 27, 28.
 petitioner, by, [27], 28, 29, 339.
 shareholder opposing winding-up petition, by, 27.
 costs of taxation, for, 240.
 damages caused by restraining felling of timber, for, [474].
 discharge of *ne exeat*, on, [449].
 guardian of infant's estate, from, [838], 844.
 dispensed with, on undertaking to account, [839].
 purchase money received, to account for, [1475].
 receiver, by, 654, 655.
 appointed on giving, [635].
 of West Indian property, 684.
 plaintiff to give, on being let into possession, [686].
 to act before, [635].
 without, [637], 654.
 refund, to, if title displaced, 743, 744, 792, [1280, 1290], 1391, 1392.
 specific articles, for preservation of, [1382], 1370.
 tenant for life, by, as to chattels, [1476].
 as to preparation of renewal fund, [1486].

SEPARATE ACCOUNT. *See* ACCOUNT.

carrying over funds to, 198, 422, 1255, [1258], 1267, 1329. *See* CARRYING OVER.

carrying over to, does not affect stop order, but it should be continued, 422.
dealing with funds standing to, 209.

costs when allowed, 209.

funds when to be placed to, 209.

legacy carried to, 1255, [1258], 1267.

lodgment to, order necessary for, 182.

payment in to, of proceeds of incumbered estate, 1207.

title of, 209.

must not exceed thirty words, 209.

SEPARATE ESTATE, 756 *et seq.* *See* MARRIED WOMAN.**SEPARATE USE,**

delivery of possession of mansion-house, &c. to married woman for her, [812].

payment to married woman for her, [784, 785], 788, 793.

SEPARATION DEED, 812—816.

agreement by father to give up custody of child, 885.

alimony, does not preclude wife from petitioning for, 814.

consideration to support, 814.

covenants in, enforced, 469, 814, 815.

dissolution of marriage subsequent to, 815, 816.

injunction against husband or wife, to enforce, 814.

renewal of cohabitation after, effect of, 815.

specific performance of, [812, 813], 814, 815, 1836.

when binding on wife, 813, 814.

SEQUESTRATION, 392—404.

benefice, of, 376, 396.

choses in action, of, 395.

corporate bodies, against, 372, 394.

costs of, 404.

claimants', added to security, [404].

not solicitor and client, 404.

retained and paid by sequestrators, [403].

costs, to enforce payment of, 271.

death of contemnor, effect of, 404.

de bonis ecclesiasticis, writ of, 376, 396.

Debtors Acts, under, right to, 394.

declaration that claimant has an interest against which sequestrators cannot hold, [401, 402].

discharge of, [403], 404.

Ecclesiastical Court, to enforce order of, 171, [393].

enforcement of judgment or order by, 392—404, 1899.

examination *pro interesse suo*, 400—403.

form of order for writ, [392], 393.

of writ, 394.

injunction in aid of, 380.

inquiry as to claimant's interest in sequestered land, [400].

issue directed as to, 402.

SEQUESTRATION—*continued*.

- Ireland, to enforce order exemplified in, 170 (*add.*).
- issue of, 392.
- Local Board, against, for breach of injunction, [631].
- married woman, against separate estate of, 395.
- same process, upon, superseded, 395.
- money, to enforce order for payment of, 183.
- nature of, 393, 394.
- order for, in aid of decree of Arches Court, [393].
 - leave for, when necessary, 394.
 - on return of attachment, [392].
 - on return of Serjeant-at-Arms *non est inventus*, [392].
 - prisoner, against, [392].
- peers and privileged persons, against, 372, 633.
- pension, of, 396.
- personal estate, of, [392], 395.
- proceedings under, 396—400.
- process of, and right to, 393, 394.
- property liable to, 395, 396.
- public body, against, 633, 634.
- railway company, against, [633].
- real estate and chattels real, of, [392], 396.
- receiver discharged by appointment of sequestrators, 404.
- registration of, and vacation thereof, 404.
- Scotch landlord, leave to, to proceed with, to enforce hypothec, 624.
- secured creditor, plaintiff not constituted, by service of, 1213.
- sequestrators, allowances to, 399.
 - leave to, to let sequestered estate, 400.
 - number of, 394.
 - order for sales, &c., by, [396, 397], 399, 400.
 - and to account and arrange claims, [397], 399.
 - power and duties of, 399, 400.
 - receiver, discharged by appointment of, 404.
 - redemption action by, 1603.
 - tenants ordered to attorn to, [398].
 - enforcement of order to attorn, 399, 400.
 - withdrawal of, directions as to, [400—402], 404.
- specific performance, to enforce judgment for, 1899.

SERJEANT-AT-ARMS,

- order for, on return of attachment *non est inventus*, [390].
 - to bring infant before Court, [399], 390, [398].
 - when granted, 390.
- order to turn over prisoner brought up, [391].
- sequestration on return by, of *non est inventus*, [392], 394.

SERMON,

- on pending proceedings, delivery of, restrained, [567], 588.

SERVANT,

- bound by injunction against master, 455.

SERVICE, CHAP. II., 9—22.

- administration summons, of, 1250—1252.
- out of jurisdiction, 19.

SERVICE—*continued*.

- advertisement in lieu of, [10].
- affidavit of, 20. *See AFFIDAVIT OF SERVICE.*
- amendment, after, [150], 155.
- assigned fund, service on assignor on payment out, 1263.
- attachment, of writ of, or order for, 386, 387.
- carry on proceedings, service of order to, 106.
- charging order, *nisi*, of, [423], 429.
- corporation, on, 15.
- costs, of order for payment of, 375.
- discharge of order for, 21.
- filing, by, in default of appearance, 150, 156, 343.
- firm, on, 15, 16, 161.
- foreign corporation, on, 16.
- further consideration, notice of setting down on, 316.
 - service on persons having stop orders, 316.
- garnishee order, of, 431.
- habeas* to bring up infant, of, 890.
- indemnity, of claim for, [12].
- infants, on, and persons of unsound mind, [12], 15, 280, 281, 826.
- injunction, of, 456, 633.
- interrogatories, of, 61.
- Ireland, leave to serve writ in, [11].
- judgment or order, of, substituted, [9], 374, 375.
 - when necessary before execution, 377.
- jurisdiction, out of, notice of judgment, of, [280].
 - order for, to be made by Judge in person, 278.
 - other proceedings, of, 19, 20, 1989.
 - Palatine Court, of, 172.
 - writ, or notice in lieu of writ, of, [11, 12], 17—19.
- next of kin, on, dispensed with, 1329.
- notice in lieu of, 19.
- notice of appeal, of, 16, 728.
- notice of appointment with registrar, of, 164.
- notice of judgment or order, of, 169, [280, 281].
- Partition Act, under, 1555—1557. *See PARTITION.*
- notice of motion, of, 344, 345.
 - affidavit of service of, 30, 150.
 - for injunction, 457.
 - service on solicitor or London agent, 346.
- notice of trial, of, 130.
- partners, on, 15, 16, 161, 1804.
- personal, when necessary, 14, 19, 386, 456.
- petition, of, 339, 340.
 - on party who has not appeared, 340.
 - service out of jurisdiction, [13], 20.
 - substituted service of, [13], 340.
 - time for, 340.
 - with notice to respondents not to appear, 341.
 - and tender of costs, 341.
- scheme for charity, of, [1118].
- Scotland or Ireland, in, [11], 17—19.
- Settled Land Acts, under, 1504, 1505, 1509.

SERVICE—*continued*.

- solicitor, on, when sufficient, 346, 386, 456.
- substituted,
 - advertisement, by, [10].
 - attachment against solicitor, of, 271.
 - judgment, or order, of, [9], 374, 375.
 - practice as to, 16, 151.
 - notice of appeal, of, 16, 728.
 - notice of motion, of, 346.
 - order for, to be made by judge in person, 278.
 - subpoena to name solicitor, of, 16.
 - through the post-office, 16.
 - writ of summons, of, [9].
- third party, on, 21.
- violence and abusive language to person serving process, contempt of Court by, [405], 407, 408.
- waiver of right to, by appearance, 38.
- writ of summons, of, on infants and persons of unsound mind, 15.
 - mode of, 14.
 - must be personal, when, 14, 150.
 - notice in lieu of, 19.
 - out of jurisdiction, [11, 12], 17—19.
 - evidence on application for leave to serve, 19.
 - notice, and not writ itself, to be served on foreigner, 19.

SET-OFF,

- administration action, in, [1388], 1389.
- administrator, by, 1160, [1388], 1389.
- agents and brokers, by and against, 1157, 1163, 1164.
- assignee, how affected by, 1162, 1163.
- assignment after judgment does not affect, 1161.
- autre droit*, of claims in, 1160.
- bankruptcy, in, 1161—1163, 1234.
- claims in different rights, of, 1160.
- common law, at, statutes as to, 1160.
- companies, by and against, 1161, 1162.
- costs, of, [213—215, 216], 226, 228, [255, 991], 1161, [1579], 1613. *See* Costs.
- in patent action, [559], 570.
- counter-claim, by, 1159, 1160.
- cross demands, mere existence of, not sufficient, 1162.
- damage by loss of title deeds, in respect of, 1907.
- defaulting trustee, by, not allowed, 1161.
- equitable, 1160.
 - when allowed, 1162.
- executor, by, of debt, against debt, 1160.
 - of legacy and debt, 1160, [1388], 1389.
 - though debt statute barred, 1389.
- fraud not a ground of, 1162.
- heir, by, of legacy and debt, 1389.
- husband's debt, of, against wife's legacy, 1389.
- infant's debt, of, 1160.
- inquiry, special, as to doubtful question, 1160.

SET-OFF—continued.

joint and separate debts, of, 1161.
 judgment debtor of husband, by, of advances to wife, 1162.
 judgment for defendant in case of, 1153.
 landlord, by, as against tenant's trustee in liquidation, 1162, 1163.
 legacy and debt, between, [1388], 1389, [1404].
 lien of solicitor, notwithstanding, 228, 933.
 mortgagee, by, 1757.
 mortgagor, by, 1613.
 negligence, of claim for, 1157, 1159, 1389.
 pension payable to retired incumbent, against, 1160, 1161.
 pleading, 35, 36.
 policy of insurance, in respect of, 1159, 1162.
 principal and agent, between or against, 1163, 1164.
 procedure to obtain benefit of, 1159.
 purchase-money, of, against mortgage due, 1160.
 solicitor, against, of claim for negligence, 1159.
 specific legatees, against, [1404].
 statute barred debt, of, 1160, 1389.
 statutes of, 1160.
 stockbroker, by, against principal, 1171.
 surety, by, 1782, 1783.
 tenant for life, of advances by, to bankrupt, 1161.
 third party, by, 1160.
 trustees, by and against, 978, 982, 1161.
 unliquidated amount, of claim for, 1159, 1161, 1162.
 winding up of company, in, 1161.

SETTING ASIDE,

appearance, 23.
 award, 358—360.
 chambers, order made in, 277, 284.
 charity lands, improper leases and conveyances of, [1117—1119], 1120, 1121.
 consent, judgment or order by, 113.
 deed, in action for redemption, 1597, 1598.
 default, judgment obtained by, 122, 123, 133, [148].
 judgment or order, [148], 725. *See DISCHARGE.*
 land, judgment for recovery of, 380.
 mistake, deed or contract, on ground of, [1911, 1912], 1914—1917. *See MISTAKE.*
 official referee, judgment of, 368.
 partnership, on ground of misrepresentation, [1794], 1795, 1798, 1803, 1810.
See PARTNERSHIP.
 settlement, [1432, 1434], 1435. *See SETTLEMENT.*
 solicitor and client, dealings and transactions between, 938, 939.
 verdict, application for setting aside, to be to Court of Appeal, 443, 444.

SETTING DOWN,

admission in pleadings, on, 157.
 appeals, 733, 734.
 further consideration, cause on, 160, 315.
 notice of, 315.
 time for, 315.

SETTING DOWN—continued.

- motion after trial of issues, 337.
- for judgment, on, 130, 155.
- petition, 340.
- point of law, 34.
- special case, 320, 321.
- in case of amendment, 43, 44.
- summons to vary chief clerk's certificate, 286.
- trial, for, 132.

SETTLED ACCOUNT, 1171, [1174], 1177. See Account.**SETTLED ESTATES ACT, 1877 (40 & 41 Vict. c. 18), 1500—1502.**

- advertisement of petition under, 1501.
- copyholds, sale of, by trustees appointed under Settled Land Acts, [1501], 1502.
- costs, directions for raising, 1502.
- drainage, schemes for, jurisdiction of Court to direct, 1501.
- infant contingently entitled, sale of estate of, [1500].
- irregularity in order under, 1501.
- lease exempting lessee from liability for waste, 1502.
- to take effect in possession, 1502.
- leaseholds, sale of, in consideration of rent-charge, 1502.
- married woman, separate examination of, 791, 1501.
- acknowledged deed by, when required, 790.
- notice of application, dispensed with, 1502.
- partition action, payment of sale moneys in, [1546].
- powers given by order under, not superseded by Settled Land Act, 1501.
- proceedings for protection of property, 1502.
- provisions of, superseded by Settled Land Acts, 1500.
- sale out of Court under, 1502.
- succession duty on sale by Court, incidence of, 1502.
- trustees, application by, under sect. 23..1501, 1502.

SETTLED LAND ACTS, 1502—1532.

- accumulation of income, costs payable out of, 1505.
- trust for, under sect. 58..1508 (*add.*).
- appeal under, 1505.
- application under, mode of, 1504.
- base fee, person entitled to, 1508.
- buildings, additions to or alterations in, expenditure for, 1529 (*add.*).
- capital money under, 1524—1527.
- application of, 1524—1526.
- costs, &c. payable out of, 1505, [1517], 1525, 1526.
- heirlooms, arising from sale of, 1522.
- improvements, in, 1530.
- investment of, [1523], 1524.
- limited interest, money arising from, 1527.
- meaning of, 1524.
- payment of, into Court, 1524.
- to person absolutely entitled, 1525, 1526.
- to trustees, 1525, 1526.
- charge under, for costs, 1505.
- chattels, sale of, [1519, 1520], 1522, 1523. *See infra*, heirlooms.
- condition as to residence, &c., effect of, on powers, 1508, 1510.
- conditional contract under, carried into effect, [1514, 1516, 1521], 1523.

SETTLED LAND ACTS—continued.

- conflict between settlement and Act, 1504, 1511.
- contract under, confirmed, [1519, 1521], 1523.
- copyholds, purchase of fee simple of, 1525.
- sale of, 1511.
 - under Settled Estates Act, by trustees appointed under Settled Land Acts, [1501].
- costs under, 1505.
 - sale, of, charged on settled land, [1521], 1526.
 - taxation and retainer or payment of, [1512, 1517, 1519, 1520], 1525.
 - tenant for life, of, 1511.
 - valuation, including fees for, [1520].
- Court fees payable under, 1505.
- curtesy, tenant by, 1508, 1512, 1518.
- derivative settlements, effect of, 1504.
- dignity or title of honour is "land" within, 1522.
- exchange under powers of, [1507], 1510.
- family arrangement, when part of settlement under, 1504.
- forfeiture not occasioned by exercise of powers under, 1510.
- formal parts of orders under, 1502, 1503.
- heirlooms, 1522, 1523.
 - dignity settled to devolve with, 1522.
 - sale of, [1520].
 - pending decision of question as to re-investment of proceeds, [1520].
 - proceeds applied in discharge of incumbrances, [1520].
 - trustees for sale of, for purposes of Act, 1513.
- improvements, 1527—1530.
 - Agricultural Holdings Act, under, 1529.
 - alterations to suit convenience of tenant for life, not authorized, 1529 (*add.*).
 - application of capital money in, 1525, [1527—1529], 1530.
 - prospectively, not authorized, 1530 (*add.*)
 - Improvement of Land Act, 1864, under, 1529.
 - scheme for, 1530.
 - approved, [1527, 1528].
- income, application of, 1526.
 - costs payable out of, 1505.
 - jointure rent-charges, in payment of, 1524 (*add.*).
 - person entitled to, having powers of tenant for life, 1508, 1509.
- incumbrances, discharge of, [1520], 1524, 1525, 1529.
 - life estate, on, 1526.
- infant, application by or on behalf of, [1503, 1505—1507, 1515].
 - appointment of persons to exercise powers on behalf of, [1505—1507], 1509, [1512—1515].
 - appointment of trustees for purposes of Act on behalf of, [1512], 1513, [1515].
 - approval of proceedings on behalf of, [842].
 - contingently entitled, not within Act, 1509.
 - lease of property of, 866, 877.
 - powers exercisable on behalf of, 1509.
 - tenant in fee simple, [1506], 1509.
 - tenant in tail, [1507].
 - unconverted realty, entitled to share in, [1512].
 - undivided moiety, entitled to, [1506].

SETTLED LAND ACTS—*continued*.

- injunction against undue exercise of powers under, 1511 (*add.*).
- investment under, [1523], 1524, 1526, 1527.
 - money in Court under statute liable to be laid out in purchase of land, 1526.
 - powers of investment conferred on trustees, 1527.
- jointress, interest of, not concurrent with that of tenant for life, 1507 (*add.*).
- judgment for execution of trusts, exercise of powers not prevented by, 1571.
- jurisdiction and powers of Court under, 1504.
- land drainage, payment of terminable rent charges for, 1525.
- "land," meaning of, 1504.
- Lands Clauses Act, investment of money paid into Court under, 1526.
- leaseholds, purchase of reversion of, 1525.
- leases under, 1514—1519.
 - building, 1518.
 - liberty to grant, [1503].
 - pending action in Chancery Division, [1515].
 - consideration for, 1518.
 - easement, conferring, not *bond fide*, 1480 (*add.*), 1522 (*add.*).
 - liberty to grant, generally, [1515], 1519.
 - mansion house, of, [1517].
 - mining lease, application of royalties under, [1515], 1518.
 - payment into Court by lessee, 1517.
 - particular lease where no contract entered into, [1514], 1519.
 - where contract, [1514], 1519.
 - surrender and renewal of, 1519.
 - variation according to custom of district, 1518.
- lis pendens*, registration of order as, 1531.
- lunatic, exercise of powers on behalf of, 1509, 1511.
- mansion house, 1521, 1522.
 - lease of, [1517], 1521, 1522.
 - sale of, [1519], 1521, 1522.
 - appeal as to, parties to be heard on, 1505.
 - heirlooms, with direction as to disposal of, 1522.
 - out of Court, [1519].
- mines, lease of, application of royalties, [1515].
 - payment into Court by lessee, 1517.
 - purchase of, out of capital money, 1525.
 - sale of, apart from surface, 1509.
- mortgage, costs, to raise, 1505.
 - tenant for life, by, 1510, 1511 (*add.*).
- notices to be given under, to trustees, 1511, 1512.
- payment into Court under, [1521], 1524, 1526.
- powers conferred by, are cumulative, 1510.
- procedure under, 1504, 1505.
- protection of land, proceedings for, authorized, [1529], 1530.
- purchase of land under, [1503], 1525.
- rebuilding, expenditure for, 1529 (*add.*).
- rent-charge in fee created under, 1518, 1519.
 - terminable, discharge of, 1525.
- reversion, application of money paid for, [1523].
 - purchase of, out of capital money, 1525.

SETTLED LAND ACTS—continued.

- sales under, 1519—1523.
 - copyholds, of, 1511.
 - costs of attempted, charged on settled land, [1521].
 - costs, to raise, 1505.
 - discretion of tenant for life as to, 1510, 1511.
 - general powers of, conferred by Court, within specified limits, [1507].
 - injunction against improper, 1510, 1511.
 - out of Court, [1519], 1521.
 - purchase-money, payment of, into Court, [1521], 1524.
 - service of application under, 1504, 1505, 1509.
 - Settled Estates Act, investment of money paid into Court under, 1526, 1527.
 - powers conferred under, not affected, 1501, 1511.
 - "settled land" under, 1504, 1509, 1531.
 - "settlement," definition of, 1503.
 - several instruments constituting, 1503, 1504.
 - trust for sale, by way of, 1531, 1532.
 - solicitor to tenant for life not appointed trustee under Act, 1514.
 - surveyor, appointment of, [1527, 1528].
 - tenant for life under, 1505—1512.
 - appointment of person to exercise powers of, [1505—1507, 1512].
 - infant, on behalf of, for purpose of particular contract, [1506, 1512].
 - general powers, to exercise within specified limits, [1587].
 - undertaking by dowress, on, 1509.
 - contracts by, 1523.
 - costs, right to, 1511.
 - dealings between, and the estate, 1510.
 - definition of, 1507.
 - differences between, and trustees, 1504.
 - "entitled to possession," 1507.
 - investments, discretion as to, 1526.
 - lunatic, 1509, 1511.
 - persons having powers of, 1508, 1509.
 - powers of, 1510, 1511.
 - not assignable, 1510.
 - protection of person purchasing from, 1511, 1512.
 - recoupment of, as to sums paid, 1525.
 - trustee, is, for all parties entitled, 1510, 1511 (*add.*), 1518 (*add.*), 1522.
 - undivided shares, of, concurrence of, [1515].
 - waste, impeachable for, 1518.
- tenant for years, powers of, 1508.
 - timber, sale of, [1519, 1521], 1523, 1526.
 - tithe rent-charge, redemption of, 1525.
 - trust for sale, settlement by way of, 1531, 1532.
 - trustees for purposes of Act, 1512—1514.
 - appointment of, [1512], 1513, 1514.
 - for infant entitled to share in unconverted realty, [1512].
 - for infant, for purpose of particular agreement, [1512] (*add.*).
 - Conveyancing Act, provisions of, extended to, 1514.
 - definition of, 1513.
 - existence of, necessity for, 1511, 1512, 1526.
 - future power of sale, trustees with, 1513.

SETTLED LAND ACTS—*continued*.trustees for purposes of Act—*continued*.

Ireland, appointment of trustees in, 1514.

order appointing, entered *nunc pro tunc*, 1514.

payment of capital money to, 1525.

persons to be appointed, 1514.

stamp duty on order appointing, 1514.

trust for sale, under settlement by way of, 1531.

trustees of settlement, consent of tenant for life necessary to exercise of powers by, 1511.

investment by, of money liable to be laid out in purchase of land, 1527.

notice to be given to, 1511.

waiver of, 1511.

undertaking by tenant for life to find sum for improvements, [1533].

to raise question, [1530].

undivided shares, land held in, [1506], 1507, 1508, [1515].

SETTLEMENT, CHAP. XXVIII., 1423—1532. *See* SETTLED LAND ACTS.

account and inquiries against trustees as to settled property, [953—957, 1454, 1455].

accumulations for portions, 1461.

acquiescence, a bar to avoidance of voluntary settlement, 1435.

ademption of legacy by gift or portion, [1347], 1351, 1352, 1462, 1463.

advancement, what is, 1464, 1465. *See* ADVANCEMENT.

advances, inquiry as to, by way of portion, [1458].

declaration that advance within power, 1458.

hotchpot, bringing, into, [1259], 1265, 1347, 1352, 1459, 1463.

son's share advanced on his executing post-nuptial settlement, [1459].

affidavit of no settlement, [783], 787, 789, 793.

after-acquired property, covenant for settlement of, enforced, [1424], 1429—1431.

declared not binding, [1434].

property bound by covenant, 1429—1431.

agreements for, enforced, [1423, 1424], 1425—1427, [1442, 1443], 1836.

against father or his representatives, [1423], 1425.

against husband, [1424], 1425, 1427, 1429.

against trustee of previous settlement refusing to transfer, [1424], 1425.

election, infant put to, by covenant to settle, 1426.

representations amounting to agreement to settle, 1425, 1426.

strangers or volunteers entitled to benefit of, 1426, 1960.

trustee entitled to sue for enforcement of, 1450.

alteration of, 1440—1442. *See infra*, "rectification."after decree of nullity or dissolution of marriage, 816 *et seq.*

appointed property, retention of, by settlement trustees, [1459], 1469.

appointment, under power in, set aside as fraudulent, [1466], 1467, 1468.

approval of, on infant's marriage, [893], 902, 903. *See* WARD OF COURT.

articles for, rectification of settlement in accordance with, [1436], 1440, 1441.

carried out by the Court, [1442—1444], 1449, 1450.

at suit of trustee, 1450.

construction of, 1449, 1460.

different from construction of executory gifts by will, 1449, 1450.

directions in articles may be modified, 1449.

SETTLEMENT—*continued.*

- assignment of leaseholds pursuant to agreement, [1433].
- avoidance of, [1432—1434], 1435. *See* VOLUNTARY SETTLEMENT.
- improvident settlement, [1433], 1435.
 - on marriage with deceased wife's niece, [1433].
 - deceased's sister's husband, [1433].
- power of revocation, absence of, 1432, 1435.
- cancellation of, when set aside, [1433, 1447].
 - of bonds, where settlement rectified, [1436].
 - of disentailing deed executed by mistake, [1447].
- carrying, into execution, [1454, 1455].
- chambers, order in, for sale of timber on settled estates, [1475].
- chattels, of, directed, [1446], 1451.
 - excepted from Bills of Sale Act, 1878.. 1669, 1671.
- children, equity to have agreement enforced extends to, 1426.
 - inquiries as to, of marriage, [1454].
 - what children are within marriage consideration, 1426.
- consideration of, under 27 Eliz. c. 4.. 1960, 1961.
- conveyance directed where settlement rectified, [1437].
 - declared unnecessary, [1433].
 - directed where marriage articles carried out, [1443].
- copyholds, tenant for life to procure admission to, and contribute to fines, [1466, 1469].
 - inquiry as to surrender of settled copyholds, [955].
- costs, appointed and unappointed shares, out of, 1270.
 - mortgage to rebuild mansion-house, of, [1478].
 - new trustees, costs of appointing, raised by sale or mortgage, [1466].
 - out of estate, taxation and payment of, 1423, [1439], 1442, [1445, 1438].
 - protection of estate, of proceedings for, 1481.
 - raising portions, of, [1456], 1461.
 - rectification of settlement, payment and retainer of costs, [1436, 1437].
 - trustee, costs, charges, and expenses, when allowed to, [1432], 1435, 1442, 1456.
 - new trustees directed to raise costs, [1439].
 - retainer of costs by, [1436, 1437].
- covenant for settlement enforced, against husband, [1494], 1426, 1427.
 - against widow, 1426.
 - to settle after-acquired property, [1494], 1429, 1430.
- creditors, when void or fraudulent as against, 1427, 1428, 1431, 1435, [1951—1953], 1954—1957.
 - marriage settlement, when set aside, 1955.
 - parties to action to set aside, 1956, 1957.
- declaration that settlement binding, 1426.
- deeds, delivery of, ordered, where settlement set aside, [1432].
 - where new trustees appointed, [1443].
 - without prejudice to lien, [1444].
- defective execution of power in, aided, [1465, 1466], 1469.
- dignity of a peer, of property to go with, 1446, 1451.
- disentailing deeds under Fines and Recoveries Act, [1496, 1497], 1498, 1499.
- dissolution of marriage, effect of, 816—818.
- Divorce Court, power of, to deal with settlements, 816—818.
- eldest son, meaning of term, 1460, 1461.
 - younger son becoming eldest, 1452, 1460, 1461.

SETTLEMENT—*continued*.

- election by infant, [1330], 1426, 1427.
- election to take under, or against, [1330], 1427, 1432.
- enforcing agreement for, 1423, [1404], 1425—1427. *See supra* "agreement."
- enfranchisement of rectorial manor, [1408].
- enfranchisement of trust premises, leave to apply for, [1443].
- equity to, of married woman, 793—805. *See* MARRIED WOMAN.
- execution of, directed, pursuant to agreement or articles, [1423, 1443, 1444].
 - in performance of executory trust, [1445, 1443].
 - on advancement of part of expectant share to son, [1450].
- execution of trusts of, [1454, 1455].
- executory settlements, [1442—1449], 1450—1454.
 - devise by, executed by conveyance to first taker for life, remainder to children in tail, [1447].
 - life estates not dispunishable for waste, [1447].
 - marriage articles carried out, [1442—1444].
 - powers, what, are inserted by Court, 1450.
 - purchase of land directed, [1443, 1445, 1449].
 - reference to approve settlement, form of, 1448.
 - settlement to be approved and executed, [1446].
 - strict settlement, directions for, [1443, 1447], 1450.
 - will, in pursuance of, [1448, 1449].
- family arrangement, 1431, 1432. *And see* FAMILY ARRANGEMENT.
 - declared binding, 1425.
- Fines and Recoveries Act, rectification of deed enrolled under, 1440.
- fraud on power, what appointments invalid as, [1406], 1467, 1468.
- fraudulent, as against creditors, set aside, [1951—1953], 1954—1957.
- fund in Court, of, by order, [196, 795—797, 801, 905].
- furniture, inquiry as to, [1475].
- furniture, of, directed, [765].
- future marriage, provision for children of, 903.
- future property, covenant for settlement of, enforced, [1494], 1429—1431.
- heir-at-law, enforcement of covenant by and against, 1425, 1426.
- heirlooms, directions for settlement of, [1446], 1451.
- hotchpot, bringing advances into, [193, 194, 1250], 1265, 1347, 1352, 1408, 1459, 1463.
 - clauses, insertion of, in settlement, 1442, 1450.
 - life interests brought into, [1450], 1463.
- husband, enforcement of covenant against, [1494], 1425, 1427, 1429.
 - life estate when given to, 1451.
- Improvement of Lands Act, orders under, [1484], 1485.
- improvements, allowance for, 1480, 1481.
- indorsement on settlement of order avoiding or rectifying, [1432, 1436, 1437], 1440.
 - legal estate passing by, 1440.
- infant, by, confirmation of, 837, 1427.
 - obligation on, to elect, 1426.
 - proceedings as to settlement, on marriage of, 891—903. *See* WARD OF COURT.
 - ratification of settlement by, 1427.
- settlements by, under Infants' Settlement Act, [803], 902—904, 1426, 1439.
- infant heir-at-law, enforcement of settlement against, [1444].

SETTLEMENT—*continued*.

- inquiry as to settlements on testator's daughters, [1243].
 - whether any, and if proper, [794].
- investment.** *See* INVESTMENT; TRUSTEE.
 - interim, of money to be laid out in lands, [1445].
 - land, in, application for, 1453.
 - direction for, [194].
 - evidence of fitness of proposed purchase, 1453.
 - inquiry usually directed, 1453.
 - to be settled to uses of settlement, [1448].
 - rents and dividends, of, inquiry as to, [1448].
 - reversion of leaseholds, in purchase of, with compensation to tenants for life, [1455].
- jewels, executory trust of, carried out, [1363], 1446.
- jointure confirmed and made good, [810, 811].
 - fraudulent appointment of, 1467.
- jointuring, powers of, inserted in executory settlement, [1446], 1450.
- judge in person, orders to be made by, 1469.
- judicial separation, effect of, on, 816, 817.
- leaseholds, of, is not voluntary, 1960.
 - inquiry as to future management of, 1486.
- leases.** *See* SETTLED LAND ACTS.
 - inquiries and orders as to renewal of, [1475, 1436], 1467, 1493.
 - power of granting, 1480.
- legacy, of, directed, 1447.
- limitations within marriage consideration, what are, 1960, 1961.
- Limited Owners' Residences Acts, improvements sanctioned under, [1494, 1495].
- lost, inquiries as to, [1906, 1907].
 - establishment of, [1906, 1907], 1909—1911.
- made by order, [795—799].
- management of settled estates, inquiries as to, [1473], 1476, [1486].
- management, powers of, directed to be inserted, [1447].
- mansion-house, repairs and rebuilding of, orders as to, [1475], 1476, [1477, 1478], 1481, [1494], 1485.
- marital rights, in fraud of, set aside, [1951].
- marriage articles, 1440 *et seq.* *See supra*, "articles."
- married woman's fund, affecting, 783 *et seq.*
- minerals, right to royalties on working, [1476], 1479.
 - sale of, separately, [1470], 1471, 1472. *See* CONFIRMATION OF SALES ACT.
- misrepresentation by intended wife, 1435.
- mistake**, avoidance of settlement on ground of, 1431, [1432].
 - rectification of settlement on ground of, [1437—1439], 1440, 1441.
 - evidence of, what sufficient, 1440, 1441.
- name and arms clause, compliance with, 1452.
- none, affidavit of, [783], 787, 789, 793.
- order of Court, by, [195, 795—797, 891, 905].
- originating summons, validity of settlement determined on, 1249.
- parol agreement for, enforced, [1423].
- parol evidence of intention, rectification of settlement, 1440.
- particulars of trust fund declared, [1494].
- partition where share settled, [1561].

SETTLEMENT—continued.

- personalty settlement of. *decided*. 1447.
 persons, power to charge insertion of in settlement. [1435]. 1451.
 renewing and securing. [1455—1458]. 1451. 1451. *And see* **RENEWAL**.
 shifting thence not carried out as to infant persons. 1452.
 post-nuptial settlement, examination of married women as to. [385].
 when voluntary. 1451. 1457. 1451.
 power to appoint life estate to husband when inserted by Court. 1451.
 powers to be inserted in. 1450. 1451.
 protection of consent by Court where reason for life contained of felony.
 [1455]. 1451.
 inquiry as to, and proceedings where husband is. [1457]. 1459.
 office of, by whom and how exercisable. 1451. 1459.
 purchase of lands to be settled. [1443. 1445]. 1443.
 inquiry as to. [1445]. 1443.
 investment in, when and how authorized. 1451. 1454.
 reversion of leaseholds. [1455].
 will, provisions to. [1443. 1445].
 receiver of funds subject to. appointed. [395].
rescissory, beneficiary declared liable to. [1434]. 1452.
 notification of, alterations initiated by Judge. 1441.
 anti-nuptial agreement, carrying out intention of. [1435]. 1457. 1449.
 costs, retention and payment of. [1435. 1437]. 1442.
 jurisdiction to make addressee pay costs. 1442.
 covenant's draft in accordance with. [1435].
 declaration, by, and judgment for overreaches. [1437].
 declarations of, inserted in settlement. [1435—1438]. 1441.
 jurisdiction, when and how exercised. 1441. 1441.
 lapse of time not regarded. 1442.
 misable, rectification on ground of. [1437—1438]. 1443—1442.
 omission of words, *etc.*, retrospectively inserted. [1437]. 1442.
 para. evidence of intention. 1441. 1441.
 power of appointment inserted. [1438. 1438].
 Trustee Relief Act, in petition under. [1435]. 1441.
 voluntary settlement not generally rectified. 1435.
 will, giving effect to. 1442.
 redemption, equity of, in settlement, judgment for foreclosure where,
 [1723].
 religious profession, condition as to. 1453. 1459.
 renewing leases, orders, *etc.* as to. [1455. 1458]. 1453. 1454. *See* **TENANT**
 FOR LIFE.
 repairs and improvements by tenant for life, allowance for. 1450. 1451.
 repairs proper to be done, inquiry as to. [1475]. 1476.
 residence, condition as to. 1453.
 restraint on anticipation, when inserted in executory settlement. 1451.
 reversionary property, of, enforcement of agreement for. 1426. 1427. 1429.
 roads, inquiry as to repair of. 1476.
 sale or enfranchisement, leave to apply as to. [1443. 1456].
 satisfaction of portion by subsequent gift. 1463. 1464.
 second marriage, children within consideration of. 1426.
 of widow, enforcement of agreement for settlement on. [1454]. 1426.
 separate estate, when bound by covenant to settle. 1430.
 separate use, trust for settlement for, how carried out. 1451. 1452. *And see*
 MARRIED WOMAN.

SETTLEMENT—*continued*.

- setting aside, [1432, 1434], 1435: *see supra*, "avoidance."
- share of residue, of, 1250.
- shifting clause, strictly construed, 1452.
 - insertion of, directed, [1446], 1452.
 - younger son becoming eldest, 1460, 1461.
- stamp on, 141.
- stranger or volunteer claiming under, rights of, 1426—1428.
- strict settlement in execution of trust or articles, 1446, 1447, 1449 *et seq.*
- succession duty on estate in, 306.
- suppression of, [1917], 1918.
- surrender of settled policy, sanctioning, 1456.
- tenant for life, compensation to, on purchase of reversion of leaseholds, 1455.
 - waste, when impeachable for, under executory trust, 1453. *And see*
- TENANT FOR LIFE.**
- timber, inquiry as to cutting, [1472, 1475].
 - powers for cutting, &c. directed to be inserted in settlement, [1447].
 - proceeds of sale of, application and investment of, [1473—1475].
 - sale of, ordered, [1472, 1475].
- title deeds, delivery of, to tenant for life, [1477], 1482.
- trust, declaration of, when complete, 1428.
 - fund, declaration of particulars of, [1424].
- trust for sale, by way of, provisions of Settled Land Acts as to, 1531, 1532.
- Trustee Act, infant heir declared trustee and conveyance directed, [1444].
 - vesting interests of unborn issue where settlement set aside, [1432].
- trustee of, agreement for settlement enforced against, [1424], 1425.
 - costs, retainer or payment of, [1432, 1436—1438].
 - declared liable to recoup, 1424.
 - new, appointed, [1433, 1443, 1438].
- Trustee Relief Act, rectification of settlement on petition under, [1439, 1441].
- trusts of, execution of, [1454, 1455].
- undue influence, avoidance of settlement on ground of, 1431.
- value of life interest brought into hotchpot, inquiry as to, [1459], 1463.
- variation of voluntary settlement, 1435.
- vesting of portions, 1460, 1461.
- voluntary settlement, avoidance of, [1432, 1434], 1435, 1960—1962. *See*
- VOLUNTARY SETTLEMENT.**
- binding on settlor, 1427—1429, 1450.
 - protected by Voluntary Conveyances Act, 1893..1959 (*add.*), 1962 (*add.*).
- ward of Court, on marriage of, proceedings as to, [891—899], 900—903.
- waste, life estate when made impeachable for, 478, 1453, 1479.
- will, condition in, ignorance no excuse for non-compliance with, 1452.
 - rectification of settlement to give effect to, 1442.
 - settlement pursuant to, directed, 1445, [1448], 1449—1453.

SETTLEMENT (EQUITY TO), 793—805. *See* **MARRIED WOMAN.****SETTLING,**

- judgment or order, appointment for, 163.
- minutes, allowance for, 264.

SEWAGE,

- pollution of water by, injunctions against, [528, 529].
- jurisdiction to restrain, how and when exercised, 530 (*add.*), 531, 532.

SEWER,

support to, under Public Health Act, 502.

SHARES. See COMPANY.

assessments of dividends on, [1167].

administration of estate of shareholder, [1200, 1203], 1284, 1396.

allegation of set aside where misrepresentation in prospectus, [1932], 1933,

amount of interest on, 975.

action by vendor against purchaser, [1964],

action, [1203], 1294.

action against another, 209.

action by person of, 1920.

425

liability in respect of, 1419.

liability in respect of, 1941.

liability of, 1984.

liability of, right to, 1894.

liability, restrained, [599].

liability of, [1133], 1144, 1145.

liability of, against calls on, [1283].

liability of, directors making misrepresentation, 1933.

liability into name of, 836.

liability to pay dividends, restrained, [599], 605.

liability, belonging to, 774, 775.

liability of, as shareholder, 752, 762.

liability, not an interest in land, [1133], 1145.

liability, issue of, restrained, [599], 608.

not a security, 976.

purchase by company of its own shares, 605, 2068.

purchase of, set aside, 1927.

rectification of register of, 1894, 1935, [1906].

specific performance of agreements as to, 1835, [1836, 1893], 1894.

judgment after winding-up of company, 1894.

Stock Exchange, rights and liabilities under custom of, 1964—1971. *See*

STOCK EXCHANGE.

trading partnership, in, foreclosure of, [1697].

transfer of, declared fraudulently cancelled, 1917.

forged, relief in respect of, [1918], 1920.

formalities required on, 1664.

restrained, [425], 426, [618], 619.

transferor and transferee, mutual rights and liabilities of, 1968.

trustee, in name of, 968, 1005.

SHARES OF RESIDUE,

inquiry as to incumbrances on, 1243.

trustees of, made parties to administration action, 1250.

SHERIFF,

appeal by, in interpleader, 443.

committal or attachment of, for not making return to writ, 370, [389], 390.

order absolute, [389].

SHERIFF—*continued*.

- costs of execution payable to, 379 (*add.*).
- discharge of prisoner by, 414.
- fees and possession money, right to, 377, 447.
- injunction against trespass by, 623.
- interference by, with receiver, 657, 658.
- interpleader at instance of, 444—448. *See* **INTERPLEADER**.
- in County Court, 448.
- penalties, liability for, 377 (*add.*).
- poundage, 377.
- receiver to deliver statement as to goods, 637.
- sale by, under writ of execution, 378, 379.
- solicitor's authority to give directions to, 916.
- to sell goods and pay proceeds into Court, [444].
- to withdraw, [445], 637, 658.

SHIFTING CLAUSE. *See* **SETTLEMENT**.

- construction of, 1452.
- younger son "becoming eldest," 1460, 1461.

SHINGLE,

- removal of, restrained, [486], 514.

SHIP,

- arrest, release from, in foreign country, in action *in rem*, 625.
- assignment of, excepted from Bills of Sale Act, 1669, 1671.
- broker, right of, to commission, 1173.
- cargo, account of, [1169].
- injunction against dealing with purchase-money of, 614.
- realization of, by receiver, 651.
- charter-party, specific performance of, not ordered, 615.
- but injunction granted to enforce, 615.
- earnings of, declarations of rights to, 1411.
- foreign, specific performance of agreement for sale of, 1837.
- freight of, account of, [437].
- receiver of, with injunction, [651].
- injunctions against dealings with, [614], 615.
- restraining removal of foreign ship, [614], 615.
- restraining shipping of goods with plaintiff's trade mark, [586].
- interpleader as to adverse claims to freight and earnings, [437].
- mortgagee of, allowance to, 1640, 1641.
- receiver of, [651].
- sailing of, may be restrained, 615.
- sale of, injunction restraining, 614.
- jurisdiction of Admiralty Division to direct, 615.
- shares in, dealings with, restrained, 614, 615.
- ship's husband, appointment of, 651.
- restrained from interfering with sailing of, 614.
- solicitor's lien on, as property recovered, priority of, 933.
- specific performance of agreement for sale of, 1837.
- stoppage *in transitu*, declaration of right of, [1978], 1974.

SHOOTING,

- directions for letting infant's rights of, [861].
- grant of right of, does not entitle grantee to restrain cutting of trees by grantor, 478.

SHORT CAUSE, 132.

- action marked "short," 132.
- further considerations heard as, 315.
- motion for judgment heard as, 157, 158.
- rectification of settlement, action for, not to be heard as, 132, 158.

SHORT NOTICE,

- leave to move on, 345, 346.

SHORTHAND NOTES,

- costs of, when allowed, 225, 242, 264, 265.
- of transcribing and printing, order allowing, 735.
- on appeal, 734, 735.
- production of, ordered, 81.

SHOWING CAUSE,

- judgment, against, by infant, 830—832.

SIGN BOARD,

- injunction against interference with, [494].

SIGN MANUAL,

- for administration of charities, 1090.

SIMONY,

- discovery exposing to forfeitures for, 84.

SLANDER,

- interrogatories in action of, 74.
- title of receiver of, contempt of Court by, 407.

SLIP,

- accidental, in judgment or order, correction of, 167, 168, 181.

SMOKE NUISANCE,

- injunction against, 523—526.

"SOLE,"

- meaning of term, 759, 760.

SOLICITOR, CHAP. XL., 913—952.

- account of dealings and transactions by, [935, 936], 937—940.
- settled with, opening, 938.
- action brought by, taxation after, [944, 945], 246.
- action by, to recover fees, leave of Court, 235.
- restraint of, until one month after delivery of bill, 237.
- action by, without authority, costs of, 123, 913.
- dismissed, [913].
- admission of, 949, 950.
- affidavit as to fitness of trustee should not be made by, 1081.
- affidavit, to answer matters in, [949].
- agent, taxation of bill of, 233.
- agreements between solicitors and their clients, 235.
- before 33 & 34 V. c. 28.. 238, 937.
- under that Act, 238, 239, 937.
- agreements in nature of champerty excluded, 239.
- by guardian, trustee, or committee, 239.
- how enforced and set aside, 239.
- must be in writing and signed, 238.
- re-opened under special circumstances, 239.

SOLICITOR—continued.**agreements between solicitors and their clients—continued.**

under Solicitors' Remuneration Act, 1881.. 237, 239, 937.

mortgagor, by, to pay fixed sum, 239, 240, 267.

signature of, 239 (*add.*).

allowances to, on taxation, 258—266. *And see* TAXATION OF COSTS.

appeal by, from order striking off rolls, 722, 951.

from order directing payment of costs personally, 723.

Appeal, Court of, jurisdiction of, 722, 951.

appointing, to represent parties, [914].

arrest, privilege from, 408, 946.

attachment against, for not paying balance due, [270], 271, [940]. *See*

ATTACHMENT; DEBTORS ACT.

bankruptcy, effect of, 990.

enforcing delivery of bill, 243.

authority of, 916, 917.

action brought without, dismissed, 123, [913].

payment of costs by solicitor, [913, 914], 915.

balances in hand, interest on, 266.

bankruptcy of client, effect of, 923, 924.

bankruptcy of, not protecting from arrest, 946.

bill of costs of, form and signature of, 240, 242.

delivery of, 236. *See infra* delivery.

payment of, what constitutes, 249.

carriage of order, having, duty of, 241.

cause, in, affidavits not to be sworn before, 97.

certificate of, renewal of, 951, 952.

proceedings by uncertificated solicitor, 951.

restrained, [947], 951.

champerty and maintenance, agreement by solicitor in nature of, 239, 937, 940.

change of, 15 (*add.*), 918, 919, 924, 925.

lien in case of, [919, 920], 924, 925.

notice of, 916, 918.

class of persons, nominated to represent, [914], 1271.

clerk to local board, lien of, 922.

committal of client for non-payment of costs, [269].

company, of, lien on documents of, 922, 923.

summary jurisdiction over, 944.

compromise, authority of, to bind client by, 916, 943.

lien of, how affected by, 934.

conduct of action taken from client, duty where, 1279.

conduct of sale, duties of, in reference to, 293, 294, 305.

consent by, binding on client, 112.

costs of, defending in person, 265.

improper proceedings ordered to be paid by, [913, 914, 941]. *See* Costs.

interest on, 229, 265, 266, 938.

mortgage for, 937.

not ordered to pay costs of rectifying settlement, 1442.

party for costs only, ought not to be made, 35, 943.

payment of costs to, out of fund in Court, [217].

personally, ordered to pay, 224, 943.

SOLICITOR—continued.

- counsel, pledging client's credit to, 916.
- country solicitor, acting in London, 951. *And see infra*, LONDON AGENT.
- attendance of, at trial, allowance for, 259 (*add.*).
- dealings between, and client, 937—940, 945.
 - account of, [935, 936], 937, 938, [1166, 1167], 1169, 1170.
 - disqualification of solicitor to accept benefit from client, 937—939, 945.
 - setting aside, 938, 939, 1922, 1931.
 - delay, effect of, 940.
 - onus probandi* in application to set aside, 938.
- Debtors Act, when liable to attachment under, 385, 386, 944.
- deceased, costs of, moderated, though no longer taxable, 254.
- defaulting, imprisonment of, 385, 944.
- delay or misconduct of, costs occasioned by, 224, 225, [941, 942], 943.
- delivery of bill, to party chargeable, 236, 243.
 - enforcement of, [942], 244.
 - against London agent, 243.
 - by attachment, 243.
 - indorsement and service of order, 243.
 - leave to deliver additional, pending taxation, [942].
 - order for delivery of copy, [251].
 - order for delivery to client's representatives, [253].
- disbursements by, allowance of, 258, 266, 268.
 - interest on, 266.
 - probate duty, 241.
- discharge of, 924, 925, 940, 943.
- district registrar, when precluded from acting as, 152, 153.
- duty, obligation to provide for payment of, 206.
- election agent, retained as, costs of, 237.
- election by, as to mode of charging for conveyancing business, 268.
- enforcement of judgment or order against, [270], 271.
- equitable mortgage, receipt of deeds by solicitor, 1704.
- examination and admission of, 949, 950, 952.
- execution, is *functus officio* after, 916.
- fiduciary relation of, to client, 937 *et seq.*
- firm of, liability of, 945, 946, 970.
- fraudulent, summary jurisdiction over, 950, 951.
- future costs, taking security for, 937.
- general agent, employed as, must keep proper accounts, 236.
- gifts, from client to, set aside, 938—940, 1947.
 - by will, 938.
- goodwill of business of, transfer of, 922.
- improper proceedings, held liable for, [941, 942], 943.
- Incorporated Law Society, jurisdiction and powers of, 949, 950.
- infant bound by acts of, 850.
 - lien of solicitor available against, 934.
- injunction against, acting in opposition to former client, 943.
 - practising as, [463].
- injunction to protect lien of, [936], 950.
- inspection of documents by, 70.
- judgment, continuance of authority after, 916.
 - liberty to enter up, for costs, on undertaking, [246].
- jurisdiction and control of Court over, 942—946.
 - in cases of mere negligence, 944.

SOLICITOR—continued.

- liability of, delivering writ to sheriff for execution, 377.
- lien of, on fund in Court, 925 *et seq.*
 - charging fund, [925, 926].
 - as against assignee of client, [926].
 - charging life interest and restraining payment of dividends, [926].
 - nature and extent of, 930.
 - stop order in protection of, [926, 927], 930.
- lien of, on papers and documents, 919—925.
 - actively enforced, cannot be, 921.
 - or used so as to impede proceedings, 164, 924.
 - determination of, 925.
 - nature and extent of, 921—923.
 - order for delivery to new solicitor subject to lien, [919—921].
 - on undertaking to return or produce, [919, 921].
 - to solicitor of creditor conducting action, [920].
 - production and delivery of documents subject to lien, 68, [923, 924].
 - where solicitor has discharged himself, 924, 925.
 - where he has been discharged, 924.
 - receiver to deliver documents, subject to, [923].
 - rights and equities affecting client, is subject to, 921.
 - security by lodgment of fund in Court, [920, 921], 923.
 - town agent, right of, to, 923.
- lien of, on property "recovered or preserved," 927—935.
 - assignment of, 932.
 - attaches to money received by way of compromise, 113.
 - charging orders, [927—930].
 - without prejudice to prior charging order or right of solicitor subsequently employed, [929, 930].
 - compromise, how affected by, 934.
 - garnishee order, how affected by, 435, 932, 933.
 - nature and extent of, 930—932.
 - priority of, 932, 933, 1203.
 - procedure to obtain charging order, 934, 935.
 - sale, enforced by, [928].
 - set-off notwithstanding, 228, 933.
 - stop order, how affected by, 422, 932.
- Limitations, Statute of, when entitled to benefit of, 940, 944, 946.
- London agent, action against, for account, 237.
 - authority and retainer of, 916, 919.
 - communications with, when privileged, 78.
 - delivery and taxation of bill of, 233, 244, 266.
 - lien of, 923, 935.
- managing clerk, of, authority of, 917.
- misconduct, &c., costs occasioned by, 224, 225.
 - liability for, 942—946.
- mistake of, client when not prejudiced by, 733.
- money order, duty of, in reference to, 180.
- mortgage to, by client, 1583—1585, 1636.
 - costs, for, 937.
 - to stand for amount actually due, [935, 936].
- mortgagee, must not charge commission, 945, 1639.
 - partner of, allowance of proportionate part to, 563 (*add.*)
 - restrained from selling, 622.

SOLICITOR—*continued.*

- mortgagor's, retainer of deeds by. 1612.
- negligence, liability for. 944, 1442.
 - when ordered to pay costs occasioned by. [941], 944, 1442.
- nomination of, to represent parties. [914].
- notice, constructive, through. 916, 918, 961.
- office of, production of documents at. [47, 48], 70.
 - may not be charged for. 70.
- official liquidator, to. 917, 923.
- papers, delivery of, by. 923, 924. *see supra*, *lien*.
 - neglecting to deliver, for use of judge, 133.
- partner, liability for acts of. 945, 946.
 - of trustee, employed as solicitor to trust, 998.
- partnership, declaration of rights of. 1794.
 - judgment in action to wind up. 1800.
- pauper, assigned to. [888], 949.
- payment to, of sums under £10. 195, 203.
- premium paid to, when recoverable from. 1218.
- privilege of, from arrest. 355.
- privileged communications to. 78, 79.
 - not privileged to conceal residence of ward of Court, 888.
- production of documents by, subject to *lien*. 923, 924.
 - order for production not made on solicitor of party, 66.
- profit costs, entitled to charge, attesting will. 939, 940.
 - mortgagee, *as*. 545, 1659.
- promoter of company, not liable *as*. 1938.
 - solicitor acting for. 917.
- purchases by, from client. 258, 938, 939, 1331, 1947.
- receipt by, of purchase or mortgage money. 917, 1872.
- receipt of deeds by. 1730.
- receiver of business, appointed. [622, 623].
 - solicitor of party not appointed receiver, 653.
 - special direction as to papers. [622, 623].
- refunding of money by, jurisdiction to order. 916.
- registrar of solicitors. 949.
- release of debts given by client to, set aside. [1947].
- rents, receiving, must pay same to receiver. 655.
- representative of, taxation by or against. [322—325].
- retainer of. 915, 916.
 - acquiescence, by. 916.
 - creditor's deed, by trustees of. 916.
 - general, when sufficient. 915.
 - joint or several. 916, 918.
 - public company, by. 917.
 - taxation, questioned on. [323], 236.
- rules, striking off. [945], 549, 550.
 - for misconduct, order *en*. [945].
 - liability not extinguished by. 355.
 - not made absolute on payment of full costs. [947].
 - order made absolute. [947].
 - procedure *as to*. 549—552.
 - restoration to rules. 949, 550.
- sale, solicitor conducting, authority of. 917.
 - may not himself purchase. 295, 939.
- by solicitor to client. 538, 539.

SOLICITOR—continued.

- scrivener, acting as, liability of, 1170.
- securities deposited with, liability for, 945, 946.
- taken by, from client, 936—940.
 - disqualification of solicitor in reference to, 937, 938.
 - ordered to stand only for amount actually due, [935, 936].
- separate appearances, powers of Court, &c., as to, 264.
- retained by same client, 918.
- service on, when sufficient, 346, 386, 456.
- charging order, of, to be deemed good service, [423].
- substituted service on, [9].
- settled accounts with client, 938.
- several defendants, retained by, 916.
- sheriff, authority to give directions to, 916.
- sheriff's fees, liability for, 377.
- stamp deeds, ordered to, at own expense, [948].
- stay of proceedings by, pending reference, [944], 245.
- stop order in favour of, [936].
- subpoena, required to produce documents under, 924.
- substituted service of, where solicitor struck off rolls, [948].
- to name new solicitor, 918, 919.
- summary jurisdiction over, 942 *et seq.*
- suspension of, [948], 949.
- taxation of bill of, [230—234], 234—242. *See* TAXATION OF COSTS.
- tenant for life, to, not appointed trustee under Settled Land Acts, 1514.
- town agents, relations of, to country solicitor, 233, 237, 244, 266, 916, 919, 923, *see supra*, London agent.
- trustee acting as, charges by, 236, 263, 997, 998, [1940] (*add.*).
 - liable for solicitor's default, 960, 964.
 - when liable as, 945.
- trustees, retained by, powers of, 916, 917, 919.
- uncertificated solicitor, proceedings by, &c., 258, 271, 952.
- undertaking by, as to refunding costs, [742], 743.
- to make payments out of moneys to be received, [767].
- undue influence by, [1947].
- unqualified person acting as, 951.
- County Court Judge has no power to commit, 951 (*add.*).

SOLICITOR AND CLIENT COSTS, [216, 218], 220, 263. *See* COSTS.

SOLICITOR TO TREASURY,

- account against, having administered, [1385].
- Act, 1876..1387.
- administrator on behalf of Crown, transfer to, [1384, 1385].
- payment out of parliamentary deposit on certificate of, [2053].

SOLICITORS ACT, 1888..949, 950.

SOLICITORS' REMUNERATION ACT, 1881,

- provisions of, 266—269.

SPECIAL CASE, CHAP. XXI., 318—321.

- amendment of, 320.
- appeal from order on, 729, 730.
- none from order directing, 726.

SPECIAL CASE—continued.

- arbitrator or referee, power of, to state, 357, 358, 362, 367.
- costs of, 321.
- Court of Appeal, cannot be set down before, 321.
- form of, 319, 320.
- interpleader proceedings, in, 442, 443.
- motion for judgment, action need not be set down on, *pro forma*, 318.
- order on, which decides whole action, [318].
- parties to, 320, 321.
- under disability, 320, 321.
- point of law raised by pleadings, [319].
- question of law set down without stating, [319], 320.
- order on, [319].
- refusal to answer question, [318], 320.
- setting down, 320, 321.
- amendment, in case of, 43, 44.
- order for, [318].
- when necessary, 320.
- See O. FARMER'S ACT 13 & 14 V. c. 35), provisions of, as to, kept alive, 321.
- searching for judgment, order on, [318].
- stay of proceedings pending determination of, 117.
- time as to question of, 320.

SPECIAL EXAMINER [39], 95, 99.**SPECIAL INJUNCTION.**

- of writ in action for specific performance, 1853.

SPECIAL MOTION, 345—347. See MOTION.**SPECIAL PETITION, 338—342. See PETITION.****SPECIAL REFEREE, 350—353. See REFEREE.****SPECIALTY CREDITORS.**

- priority of, in administration of assets, abolished, 1201. See ADMINISTRATION; CREDITOR'S ACTION; DEBT.

SPECIALTY DEBT.

- breach of trust, when created by, 967.

SPECIFIC APPROPRIATION, 1971—1973. See APPROPRIATION; BILL OF EXCHANGE.**SPECIFIC BEQUEST, 1357—1371. See LEGACY; EXECUTOR.**

- delivery of, [1288, 1361, 1362].
- income of, 1367.
- inquiry as to disposal of, [1374].

SPECIFIC EFFECTS,

- delivery of, to tenant for life, [1363], 1370, [1476, 1477].
- inquiries distinguishing, [1289].

SPECIFIC PERFORMANCE, CHAP. L., 1832—1905.

- abandonment or waiver of contract, 1847.
- abatement or compensation, with, [1876—1878], 1879—1881.
- at instance of purchaser, 1879, 1880.
- at instance of vendor, 1880.
- questions of, must be put in issue on pleadings, 1881.
- rent, of, in action as to lease, [1878, 1880], 1893.

SPECIFIC PERFORMANCE—*continued*.

- abstract of title, inquiry as to, and objections and answers, [1851].
- sufficiency of, 1856, 1857.
- accommodation works, enforcement of agreements as to, 1836, 1869, [1894], 1895.
- acquiescence, when a defence to action for, 1837, 1848.
- admission in pleadings, judgment on, 157.
- agents, contracts by, enforcement of, [1832], 1840, 1845, 1846.
- agreement not to bid at sale, no defence to action for, 1844.
- agreements enforceable by, 1834—1838, 1843.
- ambiguity and uncertainty in contract, effect of, 1842.
- annuities, enforcement of agreements for sale or grant of, 1835, 1847, [1896], 1904.
- lands declared charged, vesting order, 1060.
- annuity, of contract to grant, 1060.
- of sale in consideration of, 1873.
- archway, of agreement by railway company to construct, 1895.
- attachment against defendant in default, 1899.
- auctioneers, joining, as defendants, 1853, 1875.
- award, of, 1837.
- of agreement as varied by, [1903].
- bankruptcy of purchaser, effect of, 1875.
- bill of sale, execution of, enforced, 1836.
- bond not to trade within certain limits, of, 1836.
- breach of trust, agreement involving, not the subject of, 1845, 1846.
- building materials, of contract for sale of, 1839.
- buildings or works, of agreement as to, 1836, [1867, 1894, 1895].
- business, of agreement for sale of, [1895].
- cancellation of shares, enforcement of agreement for, 1836.
- certificate as to title in action for, [1852], 1854, 1858, [1868], 1876.
- against title, form and effect of, 1854, 1858, 1875, 1876.
- Chancery Division, causes and matters assigned to, 1852, 1891.
- charter-party not enforced by, 615.
- chattels, of contracts for sale and delivery of, 1835.
- company, against, 1846.
- compensation for defective title or parcels, [1877, 1878], 1879—1881, [1892].
- completion, time for, 1859.
- appointment of time and place for, after judgment, [1899].
- compromise, of, 1837, [1897], 1898.
- order for, may be made in existing action, 1898.
- condition precedent, of agreement subject to, 1841, 1846, 1847.
- conditions of sale, effect of, in action for, 1844, 1847, 1848, 1854—1857.
- See VENDOR AND PURCHASER.*
- consideration, defences on ground of failure, &c., of, 1843.
- contempt, enforcement of order by process of, 1898.
- conveyance, direction for execution of, [1860—1862, 1864, 1865], 1872.
- as escrow, and to be handed over on payment of purchase-money, [1862, 1863], 1901.
- concurrence of parties in, 1872, 1873.
- defendant or other person appointed to convey, [1865, 1900].
- form of, and covenants in, 1873.
- general words, effect of, 1873.
- order fixing time and place for, [1899].

SPECIFIC PERFORMANCE—continued.

- copyholds, of agreement to divide, 1550.
- costs in action for, 1859, 1875, 1878.
 - death of vendor, where action occasioned by, 1876.
 - infant heir-at-law, retainer of costs of, out of purchase-money, 1867.
 - lessor, payment of costs by, 1893.
 - liberty to apply in chambers as to, [1833].
 - purchaser when liable for, 1875.
 - requisitions on title, occasioned by, 1876.
 - reservation of question of, [1867].
 - set-off in respect of, [1860].
 - taxation and payment of, [1860, 1861], 1876.
 - where vendor does not show title, 1859, 1876.
- County Court jurisdiction in cases of, 1852, 1891.
- covenant, common, in husbandry not enforced, 1836, 1837.
 - right to enforce, lost by acquiescence, 1837.
- covenant for value to bar entail, of, 1859.
- custody of child, agreement as to, 837, 1842.
- damages, awarded, [1896].
 - failure to make good title, for, or in alternative for non-performance, [1851].
 - inquiry as to, when directed, 1846.
 - judgment with inquiry as to, [1833, 1851, 1896, 1897], 1901.
 - jurisdiction to award, 1848.
 - measure of, 1846, 1849.
 - Vendor and Purchaser Act, under, [1833].
 - when granted in lieu of specific performance, 1848.
 - when not given by judgment not assessed on motion, 1849.
- declaration of right to, [1833, 1833], 1853, [1860, 1863, 1863, 1877, 1887, 1889].
 - in case a good title can be made, [1849], 1853.
 - when title first shown, [1861, 1863].
- deeds, delivery up of, [1839, 1865], 1873, 1874, [1899].
- default of pleading, motion for judgment on, 1853.
- defences to action for, 1837—1848.
- delay in applying for, when material, 1847.
 - in taking objection to title, 1876.
- deposit, return or forfeiture of, 1874, 1875, [1833], 1884, 1885, 1901.
- derrick, enforcement of agreement for sale of, 1835.
- deterioration and dilapidation, [1865, 1866], 1871.
- directors of company, of contracts by, in breach of trust, 1846.
- disentail, of agreement to, 1859.
- dismissal of action for, 1874, 1875.
- easements, compensation for liability to, 1881.
- ecclesiastical corporation, against, 1845.
- enforcement of judgment for, 1898—1905.
- equitable incumbrancer, right of purchaser as against, 1846.
- escrow, conveyance to be prepared and executed as, [1863, 1863].
- exchange, of agreement as to, [1061].
- execution of works, of agreements as to, [1894, 1895].
- executors of deceased purchaser, judgment against, [1833].
- expenditure, by vendor, inquiry as to, [1877].
- fairness of agreement, how to be judged, 1842.

SPECIFIC PERFORMANCE—continued.

- finer falling due before completion of sale of manor, 1871.
- fixtures, valuation of, [1861].
- foreign judgment, enforcement of, 626, 1337—1339.
- foreign land, of agreement as to, 1837.
- foreign stock, of agreement for sale of, 1847.
- fraud or concealment, a defence to action for, 1843.
- Frauds, Statutes of, contract within, 1837—1841.
- further consideration in action for, reservation of, [1852].
- future dividends in bankruptcy, of agreement as to, 1835.
- goodwill, agreement for sale of, when enforced, 1836.
- heirlooms, of agreement as to, 1835.
- husbandry, common covenants in, not enforced, 1836, 1837.
- illegal agreement not enforced, 1842.
- impracticability or impossibility a defence to action for, 1841, 1846.
- inadequacy of price not a defence to action for, 1842.
- infant cannot sue for, 1842.
- or be sued, 868, 1842, 1844.
- injunction granted where specific performance refused, 467.
- inquiry as to damages, [1833], 1846, [1851].
 - as to title, [1850, 1851], 1853, 1854, [1876]. See *infra*, title.
- inspection of tavern sold as a going concern, 1869.
- interest on purchase-money, computation of, [1833, 1859, 1860, 1863, 1864, 1868].
 - general rule as to, in absence of stipulation, 1869.
 - income tax, deduction of, 1870, [1899].
 - rents, on, when charged, 1870.
 - repayment of, where order reversed, 1884.
 - rents, when directed, 1870.
 - special agreement as to, effect of, 1870.
 - Statutes of Limitation, operation of, as to, 1870.
- intoxication a defence to action for, 1845.
- inventory of fixtures, &c., leave to make, 1860.
- jointure, of agreement for, 1060.
- jurisdiction to grant, nature of, 1834.
 - in cases of, assigned to Chancery Division, 1852.
 - when and how exercised, 1834—1849.
- leases, when a defence to action for, 1845.
- Lands Clauses Acts, of agreements under, 1835, 1842.
- leases of, agreements for, 1834, [1836—1890], 1891—1893.
 - abatement, with, [1878, 1887], 1893.
 - ante-dating leases, 1893.
 - apportionment of rents, 1867.
 - assignment with proper covenants, directed, [1867].
 - building lease, enforcement of agreement for, [1868].
 - where agreement mortgaged to lessor, [1867].
 - concurrence of parties not obtainable, where, 1846.
 - construction of agreement for lease, 1838, 1891, 1892.
 - “usual covenants,” what are, 1892.
 - costs of action for, 1893.
 - covenants in lease, notice of, 1856, 1857.
 - damages awarded, where, [1886, 1887], 1892, 1893.
 - date from which term is to commence, ascertainment of, 1838.

SPECIFIC PERFORMANCE—*continued.***leases of, agreements for**—*continued.*

- deficiency of parcels in, abatement of rent, [1878, 1889].
 - description of lessor, 1838.
 - indemnity against rents, covenants, &c., [1867], 1873.
 - inquiry if proper lease tendered, [1889].
 - lessee's action, judgment in, [1886, 1887].
 - lessor's action, houses declared fit for habitation, [1867].
 - licence of landlord, inability to procure, 1846, 1858, 1892.
 - judgment where licence needed, [1887].
 - mining lease, of, lodgment of money as security for rent, [1888], 1891.
 - mortgagee, by, 1891.
 - mutual leases, enforcement of agreement for, [1888].
 - option to extend term, judgment having regard to, and to waiver, [1889].
 - partial, enforcement of, 1848.
 - procedure in action for, 1891.
 - relief against breach of covenant, 1893.
 - reversion, concurrence of rival claimants in conveyance, 1872.
 - tenant for life, by, under Settled Land Act, 1891.
 - terms of lease, declaration as to, [1886, 1887], 1891.
 - title, lessor's, cannot be called for, 1893.
 - vesting order under Trustee Act, jurisdiction to make, 1900.
 - waiver of title in action for, [1889].
- letters, pleading agreement implied from, 1839.**
- declaration as to binding agreement by, [1887].
- liberty to prove against estate of deceased purchaser, [1884].**
- licence to use photographs, verbal agreement to grant, not enforced, 1837.**
- lien, of purchaser, for amount of compensation, 1879.**
- for deposit and costs, [1868], 1874.
 - of intending lessee for money expended, 1890.
 - of vendor, declared at hearing, [1901, 1903].
 - declaration supplied on petition, 1905.
 - order after attempted sales, injunction and delivery of possession, [1903], 1905.
 - rescission, right of vendor to, 1905.
 - subsequent order enforcing, by sale, [1903], 1905.
 - when arising, 1710, 1711, 1904, 1905.
- manager, agreement to employ, enforced, [1897].**
- marriage articles, of, [1449]. See SETTLEMENT.**
- married woman, not decreed against, 1844, 1845.**
- unless agreement related to her separate estate, 1845.
 - right of, to, 761.
- Merchant Shipping Acts, under, 1837.**
- mine, deterioration in value of, how assessed, 1871.**
- mines, of agreement relating to, 1847.**
- misdescription, or misrepresentation, defences to action on grounds of, 1843, 1844, 1854, 1855.**
- abatement or compensation ordered in case of, [1878], 1880.
 - maxim "*caveat emptor*" applied with caution, 1844.
- misrepresentation, in case of, as to working expenses of colliery, [1878].**
- compensation for, 1880.

SPECIFIC PERFORMANCE—*continued.*

- mistake when a bar to action for, 1841, 1843.
 - compensation when allowed in case of, 1880.
 - distinction between setting aside contract and refusing to enforce it, 1843.
 - inquiry as to title where mistake alleged, [1853].
 - remedy in cases of, 1901.
- money demand, agreement resulting in, not enforced, 1836.
- mortgage, agreement for, enforcement of, 1587, [1694], 1836.
 - agreement to borrow money on, not enforced, 1836.
 - execution of, by purchaser directed, [1877].
 - lessor, for advances by, [1888].
- mortgagee, judgment with concurrence of, [1860].
- mortgagor, against, of agreement to grant lease, 1632.
 - sale by, right of purchaser to separate conveyance of equity of redemption, 1872.
- mutual conveyances directed, [1898].
- mutual easements, of agreement for grant of, 1837, 1840, 1841.
- mutuality, want of, a defence to action for, 1842.
- ne exeat regno*, writ of, in action by vendor, 1900.
- notice of sub-purchase, effect of, 1845, 1872.
 - of tenancy, effect of, 1844, 1891.
- time, of the essence, when made by, 1847, 1848.
- notice to treat under L. C. C. Act, enforcement of, 1835.
 - mandamus, when proper remedy, 1835.
- nudum pactum*, not enforced, 1842.
- occupation of premises, inquiry as to, [1866].
- occupation rent, charging, [1865], 1870.
- offer, mere, to sell, not enforced, 1835.
- option to purchase or take lease, of, 1835, [1885].
- outgoings, payment of, by vendor, 1870, 1871.
- parol agreement, enforcement of, 1840, 1841.
 - where part performed, 1840, 1841.
- parol evidence of contract, when admissible, 1839—1841.
 - variation, agreement with, enforced, 1840, 1841.
- partial, in what cases granted, 1848.
- parties to agreement, only decreed as between, 1841, 1852.
 - to action for, 1852, 1853.
 - to conveyance, 1872, 1873.
- partnership agreements, of, [1793], 1797, 1798, 1837.
- patent, sale of, enforcement of, 1836.
- payment of purchase-money into Court, [1864], 1871, [1903].
- penalty, stipulation for, not a bar to action, 1843.
- personal services, agreement for, enforced in special cases, 1837, [1897].
- plan, reference to, in judgment, 1890.
- possession, delivery of, in default of payment, 1903.
- power, of agreement as to exercise of, 1845.
- pre-emption, right of, enforcement of, 1835.
- preliminary agreement, of, 1836.
- production of documents in action for, 75.
- public-house, sale of, as going concern, 1847, 1860.
- public policy, agreement contravening, not enforced, 1842.

SPECIFIC PERFORMANCE—continued.

- purchase-money lying idle, notice of, 1869.
- payment of, into Court, [1864, 1903].
- unpaid, account of, [1863, 1863, 1879].
- purchaser's action, judgment at hearing, [1864, 1865].
- costs in, and dismissal of, 1875, 1876.
- railway, shares in, agreements for sale of, enforced, 1836.
- railway company, of agreement by, to construct siding, [1894].
- receiver, appointment of, pending appeal, 637.
- where purchaser in possession, 663.
- rectification, in combination with, 1913.
- refreshment room, agreement as to occupation of, 1890.
- release from alleged promise of marriage, enforcement of agreement on, 1835.
- rent-charge kept on foot, [1834].
- rents, account of, [1859, 1863, 1863], 1869, 1870.
- interest on, 1870.
- rests on, 1870.
- requisitions on title, 1859, [1863]. *See VENDOR AND PURCHASER.*
- resale, judgment directing, [1833]. *And see SALE BY THE COURT.*
- rescission, order for, 1874.
- stipulation as to, in conditions of sale, 1856.
- where defendant refuses to comply with judgment, [1900], 1901.
- reversionary interest, of agreement for sale of, 1847.
- right to relief by, [1833, 1833], 1834—1849.
- sale of lands, agreement for, enforcement of, is as of course, 1834.
- essentials and requisites to contracts for, 1838—1840. *See VENDOR AND PURCHASER.*
- sea beach, of agreement to demise, 1890.
- secretary of company, against, 1846.
- separable, where parts of contract are, 1842, 1848.
- separation deed, of agreement for, [812, 813], 814, 815, 1836.
- sequestration, enforcement of order by, 1899.
- settlement, agreement for, judgment for performance of, [1423, 1494], 1425—1427, 1836.
- shares in companies, of agreements as to, 1835, 1836, [1893], 1894.
- discretion of directors to reject transferee, 1894.
- rectification of register, when proper remedy, 1894.
- winding-up of company, judgment after, 1894.
- ships, of agreements for sale of foreign, 1837.
- siding, of agreement for construction of, by railway company, [1894], 1895.
- special endorsement of writ in action for, 1863.
- staying proceedings in action for, 1875, 1900.
- in action on terms of agreement for compromise, 1898.
- pending appeal, 744.
- stock, agreement for sale of, not enforced, 1836.
- stock-in-trade, valuation of, [1861].
- stone quarry, declaration as to stone gotten between agreement and completion, [1866], 1871.
- sub-purchase, against vendor having notice of, 1845.
- telegram, of agreement by, 1838.
- tenant in tail, against, 1868.
- time of the essence of the contract, when, 1847, 1848.

SPECIFIC PERFORMANCE—*continued*.

- title, acceptance and establishment of, [1833, 1850, 1860, 1864].
- certificate as to, orders after, [1868].
- certificate against reviewing, [1852, 1861].
 - purchaser not in all cases discharged, 1858.
- damages for failure to make out, or, in the alternative, for non-performance, [1851].
- declarations as to, [1849, 1860, 1861, 1877, 1882].
- defect of, abatement in case of, [1878].
- forced on purchaser, 1857, 1858, [1860].
- inquiry as to, [1850], 1853, 1854.
 - waiver of, 1853, 1854, [1859].
 - what title to be made, 1854—1858. *See* VENDOR AND PURCHASER.
 - when directed on motion, 1853.
 - when title first shown, 1859.
 - when title to be made, 1858.
 - where title accepted subject to requisitions, [1850].
 - whether title shown to part, [1876].
- reference as to, [1850, 1851].
- title deeds, delivery up of, [1859, 1865], 1873, 1874, 1899.
- trade, contracts in restraint of, enforcement of, 1836.
- transfer of action for, to Chancery Division, 699, 1852.
- trustee,
 - in bankruptcy, against, 1846.
 - disclaimer of lease by, 1893.
 - infant, not granted against, 1844.
 - not granted against, where agreement involves breach of trust, 1845.
 - of charities, against, 1845.
- Trustee Act, defaulting party declared trustee, [1900].
- Trustee Acts, vesting lands under, [1058, 1059, 1061], 1068, 1069, 1900.
 - jurisdiction of Court under, 1068, 1069, 1900.
- uncertain or vague agreement not enforced, 1837, 1841.
- underwriter's slip, refused in case of, 1837.
- unreasonable bargain not enforced, 1842.
 - reasonable part enforced, if separable, 1842.
- vacant possession, agreement for sale with, 1849.
- valuation declared binding on beneficiaries, [1897].
- Vendor and Purchaser Act, provisions of, [1882—1884], 1885, 1886.
- vendor's action for, reference as to title in, [1849].
 - counter-claim by defendant, farm allowed to go out of cultivation, [1865].
 - order after reference and certificate as to title, [1863].
 - specific performance at hearing, [1859—1862].
 - staying proceedings or dismissal, 1874, 1875.
- vendor's lien, orders enforcing, [1901—1904].
 - nature of, 1905, 1906.
- vesting order when made in action for, 1068, 1069, [1865, 1900].
- voluntary settlement by vendor, effect of prior, 1961.
- volunteer, in favour of, 1426—1428.
- waiver or abandonment, when a defence to action for, 1847, 1848.
 - of right to abatement or compensation, 1880.
 - of title, [1899].
 - plaintiff, by, of stipulations in his favour, [1895].

References to the Forms are printed thus [456].

SPECIFIC PERFORMANCE—*continued*.

- wilful default, account of rents, &c. on footing of, [1866], 1870.
- will, of contract to leave by, or not to revoke, 1845, 1849.
- works or buildings, of agreements for execution of, [1867, 1894, 1895].
- writ of assistance to put plaintiff vendor in possession, 1904.

SPECIFICATION, 552, 563—565, 569, 1980, 1981, 1983, 1984. *See* **PATENT**.

SPIRITUALIST,

- gift to, set aside, 1943, 1946.

SPORTING,

- agreement as to, enforced by injunction, 470.
- directions to let infant's right of, [961].
- lease of, Scotch, enforced in England, 517.
- right of, no restraint against cutting timber, 478.
- tenant for life declared not entitled to right of, 1477.

STABLES,

- on ground floor of London house, injunction against nuisance from, [521], 526.

STAKEHOLDER,

- interest, not charged with, 1182.
- of sum to abide result of bet, 440.
- production of documents by, 75.
- right of, to interpleader, 439, 440.

STAMP, 139—141.

- agreement requiring, 140 (*add.*).
- apportionment of duty under Lands Clauses Act, [2021], 2044.
- bill payable on demand, on, 140.
- certificates of birth, &c., on, 137.
- costs when action dismissed for want of, 1911.
- Court fees paid by, 141.
- debenture, on, 140.
- foreign instrument, on, 140.
- insufficiency of, 139.
- lost documents, presumed to have been duly stamped, 140, 1910.
- mortgages, on, by benefit building societies, 1769.
- officer of Court to call attention to want of, 139.
- penalty on stamping, 139, 140.
- policy of insurance, on, 141.
- powers of attorney and notarial acts, on, 204.
- probate, on, 1193.
- promissory note, on, 141.
- receipt, on, 140, 141.
- reconveyance, on, 1874.
- settlement, on, 141.
- solicitor to stamp deed at own expense, [942].
- sufficiency of ruling of judge as to, 141 (*add.*).
- unstamped documents, evidence, 139—141.
- though fraudulently destroyed, parol evidence of, not received, 140.
- vesting orders, on, and appointments of new trustees, 1023, 1041, 1042.
- want of, 139.

STAND OVER. *And see ADJOURNMENT.*

trial to stand over with liberty to remedy defect, [41].

STANNARIES (COURT OF),

Act as to (18 & 19 V. c. 32), 172.

appeal from, [718], 720.

enforcement of orders of, 172, 173.

STATED ACCOUNT, [1174, 1176], 1177. *See ACCOUNT.***STATEMENT OF CLAIM,**

partition action, verification by affidavit, 1551.

striking out, [80].

STATEMENT OF DEFENCE. *See DEFENCE.*

striking out, [80].

withdrawing, [32].

STATUTE OF FRAUDS, 1837—1841. *See FRAUDS (STATUTE OF).***STATUTE OF LIMITATIONS, 980, 981, 1220—1225, 1605—1607.** *See LIMITATIONS (STATUTE OF).***STATUTORY POWERS,**

company must keep strictly within, 601. *See COMPANY; INJUNCTION.*

STAYING PROCEEDINGS, 116—118, 700—706.

account, taking of, not stayed pending appeal, 744.

administration action, in, 118, 705, 706, 1190, [1215].

agreement for, enforced on motion, 345.

agreement to refer, after, 354—356. *See ARBITRATION.*

appeal not to operate as a stay, 118, 744.

appeal, pending, [742], 743—746. *See APPEAL.*

arbitration, on, 354—356.

bankruptcy of defendant, in case of, 378.

bankruptcy of sole plaintiff, in case of, 104.

certiorari operating as, 713.

chambers, in, pending appeal, 744.

compromise, on terms of, [111], 113.

concurrent actions, proceedings stayed in one creditor's suit with leave to prove in the other, [700, 701].

foreign country, where one action brought in, 118.

in one action and carriage of the other given to the plaintiff, [701].

costs, in default of payment of, [116], 117.

criminal cases, in, 118, 704.

cross-actions, in case of, 706.

default in payment of costs, on, [116], 117.

defendant, against, with substitution of claimant in interpleader, [437].

executor, against, 705, 706.

executor, by, before probate, 118.

foreclosure, in, on motion by defendant, 118, 1586.

foreign Courts, in, [623], 625, 626.

without prejudice to certain proceedings or questions, [624].

frivolous or vexatious proceedings, 34, 35, 116, 117.

infant, where not beneficial to, [822], 825.

on special terms, [116].

STAYING PROCEEDINGS—*continued*.

- partnership action, in, 1801, 1811, 1812.
- patent actions, in, 706.
- pending action in foreign Court, 625.
- satisfaction of judgment, until, in another Division, [116].
- scheme of arrangement by railway company, pending, 2049, 2050.
- Scotch Court, in, [624].
- solicitor, by, pending reference to taxation, [244], 245.
- specific performance action, in, 1875, 1900.
- submission by defendants, in case of, [116].
- taxation, by order for, [245, 246].
- terms, upon, beneficial to infant, [822].
- test action, in case of, [703], 706.
- undertaking, on, to submit to immediate decree, [645].
- winding-up order, after, 703, 704.

STEAM-FERRY,

- affecting bridge tolls, issue as to, 333.

STEAM-HAMMER,

- injunction against nuisance by, [522], 526.

STEWARD,

- account against, [1167], 1169.
- manor, of, receiver appointed, [647].

STIPEND,

- of clergyman, inquiry as to liability of estate for, [1292].

STOCK. *See* INVESTMENT; PAYMENT AND TRANSFER INTO AND OUT OF COURT;
SECURITIES.

- agreement for sale of, not specifically enforced, 1836.
- apportionment of, carried over to separate accounts, 209.
- charging orders on, [423], 424, 428, 429.
- charity, of, leave to transfer, [1106, 1107].
- dividends of, trustee to replace, [957], 977.
- forged transfer of, relief in respect of, [1918], 1920.
- infant's legacy, transfer of, [859], 860.
- in trade, inquiries as to, [1149, 1237, 1313, 1326].
- married woman, belonging to, 774, 775.
- mortgage of, foreclosure of, [1659], 1662, 1664, 1665.
 - power of trustees to lend on, 1665.
 - redemption of, [1660], 1665 (*add.*).
 - rights and liabilities of mortgagee of, 1664, 1665.
- replacement of, where transfer forged, [1918], 1920.
- set apart to answer annuity, [1371], 1380.
- stop orders on, [417, 418], 1664.
- transfer of, Bank of England ordered to permit, [1964].
 - enforced by attachment, 382.
 - formalities required on, 1664.
 - into Court, 175—185. *See* PAYMENT AND TRANSFER INTO COURT.
 - restrained, [617, 618], 619.
- transferor and transferee, rights and liabilities as between, 1968.
- vesting orders of, [1032—1037], 1051, [1074]. *See* TRUSTEE ACTS.
- voluntary transfer of, 1428.

STOCK EXCHANGE, 1964—1971.

- custom of, regulating contracts for sale of shares, 1968, 1969.
- liability of transferor and transferee under, 1968.
- intermediate purchasers, when discharged, 1969.
- defaulters on, 1971.
- deposit of securities with brokers, 1711, 1712.
- indemnity against calls, in action by vendor against ultimate purchaser, [1964, 1965].
- against several purchasers where shares no longer distinguishable, [1966].
- in action against stockjobber, where name of infant passed, [1967].
- implied contract by transferee to indemnify transferor, 1968, 1969.
- members of, rights and liabilities of, 1970, 1971.
- settling day on, obtained by fraud, 1894.
- stockbroker, account by or against, [1168], 1171.
- interpleader by, 442.
- stockjobber's liability, declaration of, where registration guaranteed, [1967].

STOCK IN TRADE,

- mortgage of, 1684.
- pledge of, within Bills of Sale Acts, 1671.

STOP ORDER, [417—420], 421, 422.

- application for, how made, 277, 421.
- assignee of residue, obtained by, 1219.
- charging order not necessary as ancillary to, 427.
- cheque of Paymaster-General, payment of, stayed, [419].
- costs of application for, 277, 422, 1016, 1617.
- continued, on funds carried over, [418].
- discharged, [420].
- documents, on, deposited in Court, [419, 420].
- effect and operation of, 420, 421.
- evidence on application for, 421.
- investment, &c., notwithstanding, [196].
- judgment creditor applying for, need not obtain prior charging order, 421.
- lunacy, on funds in, 182, 421.
- married woman's property, on, 421.
- mortgagee entitled to costs of, 422.
- right of mortgagee to, 1664.
- notice of charging order operates as, 428.
- orders for, on cash, stock, or dividends, [417, 418].
- on documents, [419].
- on funds carried over, [418].
- only made where fund in Court, 421.
- payment of dividends to assignee by same order, [418].
- parties having, must be served on further consideration, 316.
- Paymaster-General, to be lodged with, 421.
- priority determined by date of, 421, 422, 1664.
- rights of prior incumbrancer having given notice, 422.
- solicitor's lien, priority of, 422.
- on fund in Court, protected by, [926].
- taxed costs, on, [927].
- title of assignor to be shown, 421.
- transferee to have notice in lieu of original assignee, [418].

STOP ORDER—*continued*.

- Trustee Relief Act, on fund in Court under, 1013.
- "without prejudice" to other rights, 421.

STOPPAGE IN TRANSITU, [1973], 1974, 1975.**STREAMS**. *See* **RIPARIAN OWNERS**; **RIVER**.

- injunctions against polluting, [528—530], 531—534.
- against obstructing, [510—512], 512, 513.

STREET,

- dedication of, to public, subject to market rights, 519.
- improvements, injunction against unnecessary taking of land for, 595, 596, 604.
- local authority, powers of, in reference to, 509.

STRIKING OUT,

- cause standing over, 132.
- name of infant plaintiff, repudiating action, [823], 825.
- name of party improperly joined, [914].
- costs where action is struck out, 221.
- interrogatories, [46].
- particulars of objections to patent, [560].
- pleadings for scandal, &c., [30], 33, 34.
- on application of party pleading, 115.

SUBMISSION,

- account, to, [1149, 1237], 1238.
- necessity for, 1152, 1153, 1240.
- arbitration, to, 353, 354. *See* **ARBITRATION**; **REFEREE**.
- charge, to deal with, as Court shall direct, [667].
- deeds and writings, to produce, [302].
- entering, in judgment, 142.
- infant, when bound by, 830.
- injunction made perpetual on, [627].
- judgment, to, by defendants not competent to consent, [154].
- pay, to, sum claimed, stay of proceedings on, 116.
- proceedings, &c., to be bound by, [417, 639].
- questions, of, by referee to Court, 367.
- recital of, in judgment, 4, 142.
- form of entering, in orders, [125].
- revocation of, 353.
- without prejudice to future rights, [627].

SUB-MORTGAGE, [1730—1773], 1734. *See* **MORTGAGE**, "derivative."**SUBPÆNA**,

- ad testificandum*, [88], 93, 94. *See* **EVIDENCE**; **WITNESS**.
- duces tecum*, production of documents on, 63, 66, 924.
- new solicitor, to name, 918, 919, [948].
- to show cause against judgment, 828.

SUBROGATION,

- breach of trust, in respect of money paid to party committing, 965.
- costs, to right of indemnity for, 1284.

SUBROGATION—*continued*.

- creditor of business, of, to indemnity of executor, 1315.
- lien, to right of, by payment of money, 1710.
- loan to company borrowing *ultra vires*, in case of, 1691, 1769.
- mortgagee, of, to rights of creditors paid out of mortgage money, 966 (*add.*), 1710.
- trustees' indemnity, to, 1711.

SUBSTITUTED SERVICE, [9, 10, 13], 16, 374, 375, 728. *See* SERVICE.**SUBSTITUTION**,

- of legatee, 1351.
- of purchaser, on sale by Court, [302], 309. *See* SALE BY THE COURT.

SUCCESSION,

- law of, as affected by domicile, 205, 1335, 1336, 1338. *See* DOMICILE.

SUCCESSION DUTY, 204—207.

- accumulated property, when payable on, 206.
- Act as to, 204.
- annuity, on, charged on estate on resettlement, 207.
- carrying over subject to, 210.
- cases as to, 205—207.
- certificate of amount of, 204.
- charity, on gifts to, 206, 207, 1148.
- covenant by testator to pay "free" sum, 1431.
- domicile, law of, as affecting, 205.
- evidence of payment of, 205.
- inquiry as to trust funds subject to, [956].
- jointure, on purchase from trustees of estate subject to, 11, 81, 111, 306.
- jointress, when payable on death of, 206.
- life policies, on, 206.
- one per cent. duty, when payable, 204.
- payment of, on funds in Court, [190].
 - on sale by Court, 306.
- payment schedule, to be referred to in, 204.
- power of appointment, on property under, 206.
 - on sale under, with consent of jointress, 811, 812.
- receipt for, effect of, 306.
 - form of entering, in orders, [126].
- re-settlement of estate, in case of, 207.
- reversionary property, on, 207.
- sale by Court, on, incidence of, 1502.
- sale of stock to pay, [956].
- succession, what creates, 205, 207.
- transfer or payment subject to, [190], 198, 199, 204.
- vendor, when payable by, 306.
- where succession accelerated, 206.

SUIT,

- meaning of term, 2.

SUMMONS. *See* CHAMBERS; ORIGINATING SUMMONS.

- account, for, 1154.
- account, summons to proceed with, 1157.

SUMMONS—*continued*.

- adjourned, order on, [272].
- adjourned, and further consideration, order on, [314, 315].
- adjournment of, into Court, [272], 277, 278.
- administration, for, 275, 1197, 1248, 1249.
 - realty, of, 1248, 1249.
- amendment of pleadings, as to, 275.
- appeal from order on, when to be heard by full Court, 734.
- appearance on originating summons, 279.
 - costs of non-attendance, 273.
 - process of contempt, 278.
- application not *ex parte* to be made by, 273.
- Charitable Trusts Acts, under, 276, [1105—1110], 1111—1117.
- charity cases, in, [1105—1110], 1111—1117.
- Chief Clerk's certificate, to vary, 286—287. *See* CERTIFICATE OF CHIEF CLERK.
- Chief Clerk, powers of, 278.
- Copyhold Acts, under, 275, 2080.
- costs of proceedings on, 259, 260, 273, 277, 284.
 - occasioned by adjournment into Court, [212].
 - otherwise than by, 233, 277.
- counsel, hearing, on, 261, 283.
- County Court action, for transfer of, 712.
- Defence Acts, under, 2082.
- discovery and production of documents, for, 275.
- dismissal of action, for, for want of prosecution, 120.
- dismissal or refusal of, [212].
- dividends on funds standing to separate account, as to, 274.
- evidence on, 277, 278, 283.
- form of, 278.
- further accounts and inquiries, for, 283.
- further consideration, for, 275.
- further consideration of, 315, 317.
 - administration action, in, [1225—1231], 1232—1235, [1257—1261], 1262—1272.
 - form and service, 315.
 - when heard in Court, 315, 317.
- hearing of, 283.
- infant, in reference to, 275.
- injunction, for, not allowed, 277.
- interpleader, for, 379, 443.
- just allowances to be made in taking account, 283.
- Lands Clauses Act, under, 274.
- Legacy Duty Act, under, 274.
- management of property, as to, 275.
- money, for payment of, into Court, 183, 195.
- opinion of conveyancing counsel taken on, 283.
- order on, usual, [272].
 - to vary certificate, [285].
- originating, 275 *seq.*, 1248 *seq.* *See* ORIGINATING SUMMONS.
- Parliamentary Deposits Act, under, 274.
- payment or transfer of cash or securities, for, 274.
- proceed, to, 282, 283, 1157.

SUMMONS—*continued*.

- proceedings on, 272—284.
- production of documents, for, 275.
- review of taxation, for, 257.
- sale of property, as to, 275.
- scandalous matter expunged on, 283.
- service of, 19 *seq.*, 1250 *seq.*
 - out of jurisdiction, 19.
- stop order, application for, should be by, 277.
- taxation of costs, for, [232], 234, 243.
- transfer of, [696], 700.
- Trustee Acts, under, 274.
- Trustee Relief Act, as to funds under, not exceeding £1,000..274.
- vary certificate, to, 285—287. *See* CERTIFICATE OF CHIEF CLERK.
- witness, enforcing attendance of, 283.

SUPERCARGO,

- account against, 1169.

SUPERFLUOUS LANDS, 608, 609. *See* RAILWAY.**SUPERSTITIOUS USES**, 1092, 1141. *See* CHARITY.**SUPPLIANT**, 349. *See* PETITION OF RIGHT.**SUPPORT (RIGHT TO)**, 500—503.

- acquisition and loss of, 500, 501.
- canals, of, 502.
- church, to, [496].
- church walls, to, 483.
- copyholders' right to, 503.
- easement, is not, 500.
- Inclosure Act, right of lord under, to work minerals, 503.
- injunction to enforce, [496, 497].
 - appreciable damage must be shown, 501.
- lateral, [496], 500.
- leases and grants, under, 501.
- natural right of, 500.
- railway, of, 497.
- Railways Clauses Consolidation Act, under, 501, 502.
- sewer, to, under Public Health Act, 502.
- surface, right to let down, 501.

SUPPRESSION,

- instrument, of, relief in respect of, [1917], 1918.

SURCHARGING AND FALSIFYING, 1156, 1178, 1179, 1636.

- directions for, 1156, 1157, [1174, 1175], 1800, 1801.
- notice of, 283, 1158, 1176.
- onus probandi*, 1178.

SURETY, CHAP. XLVIII., 1773—1792.

- account and payment by, [877].
- account of sums paid by, [1773].
- appropriation of payments by, 1782, 1783.

SURETY—continued.

- bankruptcy of, effect of, 1783, 1790.
- bill or note, liabilities of successive indorsers of, 1785.
- broker, rights of, buying for undisclosed principal, 1782.
- collateral securities, entitled to benefit of, 1792.
- composition deed, joining in, with reservation of rights, 1782.
- enforcement of, against, 1785.
- compounding with creditor, rights of, 1781, 1782.
- consent by, that extension of time shall not release him, [1318].
- constructive payment to, by appropriation, 1782, 1783.
- continuing liability of, 1786.
- contribution :—
 - co-directors, between, in respect of liability on shares, [1775].
 - co-sureties and principal, between, [1773].
 - costs of resisting, [1774].
 - further order, where principal and one surety insolvent, [1774].
 - inquiry as to ability to contribute, [1773].
 - liberty to apply in chambers on failure to obtain, [1776].
 - right to, generally, 1781, 1783—1785.
 - between co-defendants as to costs of action, 1784.
 - sureties for receiver, as between, [677], 681.
 - waiver of, [1773, 1774].
 - where guaranty distinct, 1784.
- costs and expenses, right of surety to be paid, 1781.
- covenant not to sue, not equivalent to release, 1790.
- covenant rescinded as against, on non-execution by co-surety, [1781].
- creditor, refusal of, to sue, 1781.
- negligence by, 1790.
- declarations of rights of, [1774—1780].
- decree, authorized to prosecute, 1781.
- delay not equivalent to giving time to, 1789.
- discharge of, by acts of creditor affecting his position, 1789—1791.
 - by change in constitution of firm, 1786.
 - by concealment or misrepresentation, 1786, 1787.
 - by loss of collateral security, [1780].
 - by non-execution by co-surety, [1781], 1786, 1787.
 - by novation of debt, 1790 (*add.*).
 - by variation of the contract, 1787, 1788.
 - on railway bond under Parliamentary Deposits Act, [1780], 1788.
- disclaimer of lease by trustee in bankruptcy, effect of, 1788.
- disclosure by creditor to, what required, 1786, 1787.
- dividend from debtor's estate, surety entitled to, [1775], 1783.
- from co-surety's estate, leave to prove for, [1776].
- duration of contract of suretyship, 1786.
- faithful services, guarantee for, how discharged, 1787.
- firm, guaranty to, revocation of, 1822.
- foreclosure, party to action for, 1600, 1792.
- judgment for, against surety, [1791].
- giving time, discharge of surety by, 1789.
- consent by co-sureties to, [1318].
- hotchpot, bringing counter security into, 1785.
- indemnity, claim for, notice of, under Ord. xvi. 48, [1779], 1785.
- form of judgment, 1781.

SURETY—continued.

- indemnity, implied right to, 1783.
 - right of executor to, [1880—1883], 1284. *See* EXECUTOR.
 - right to, against principal, 1781—1783.
 - right to, declared, 1779.
 - right to, where partnership set aside, [1794].
- inquiry as to ability of sureties to contribute, [1773].
 - as to liability of testator as, [1280].
- insolvency, contribution, and indemnity, in cases of, [1774], 1775, 1785.
- insurance companies, declaration of liability of, in respect of wharfingers' and merchants' policies, [1778].
 - subrogation, principle of, in respect of insurances, 1784, 1785.
- interest, computation of, on sums paid, [1773].
 - right of surety to, 1783.
- judgment against principal not evidence against, 1785, 1786.
 - assignment of benefit of, to surety, 1782, 1792.
- leave to defend on notice of claim to contribution, [1779].
- Limitations, Statute of, when running against claim for contribution, 1786 (*add.*).
- "Lloyd's," liability to, on letter of guarantee, [1778], 1786.
- married woman, by bond, administration against separate estate of, 759, 761.
- marshalling, right to, [1739], 1782, 1792.
- misrepresentation and concealment, effect of, 1786, 1787.
- mortgage, concurring in, [1791], 1792.
 - declared void as against, 1922.
- mutual marine insurance, contribution by members, [1777].
- negligence by creditor, discharge of surety by, 1790.
- part of debt, surety for, 1783.
- partner, indemnity to, on retirement, 1823.
- paying creditor, entitled to stand in his place, [1775], 1782, 1783, 1790, 1792.
 - and to have assignment of securities, 1782, 1790.
- paying debt, or satisfying judgment, priority of, 1200, 1201, 1668.
- policy, right to surplus proceeds of, 1668, 1669.
- principal, action against, for indemnity, 1781.
- receiver's, 654, 655.
 - new, [678].
 - payment by, ordered, [677].
 - recognizance by, enforcing, [677], 680.
- redemption by, 1600, 1603.
- release of, 1786 *seq.* *See supra*, discharge.
- release of co-surety, 1785.
 - of principal, 1789, 1790.
- reservation of rights against, 1789, 1790.
- right of, to contribution and indemnity, [677], 680, 681, 1785.
- securities, right of surety to, on paying off creditor, 1782, 1790.
 - sureties entitled to participate in benefit of, given by principal to co-sureties, [1776].
- separable contract, by, discharge of, 1780.
- set-off, plea of, by, 1782, 1783.
- subrogation, principle of, in respect of insurances, 1784, 1785.
- wife concurring in mortgage, regarded as, 778.

SURFACE,

right to let down, 501. *See* **SURFAGE**.

sale of minerals apart from, under Confirmation of Sales Act, [1470, 1471], 1472.

under Settled Land Act, 1509.

SURGEON,

injunction against practising as, 463.

SURPLUS,

in administration action, declaration as to mode of applying, [1211].

declaration of title of heir to, [1250].

partnership assets, application and distribution of, 1509.

SURVEYOR. *See* **HIGHWAY; **REFERENCE**.**

account against representatives of, 1162.

appointment of, under Settled Land Acts, [1527, 1528].

charges of, on "Ryde's Scale," 265.

obstruction to highway, not restrained from removing, 509.

production of documents to, 71.

reference to, in action for injunction, 459, [401, 403], 527.

trustee acting as, professional charges by, 997, 998.

SURVIVOR,

payment of dividends to, [187].

SUSPENSE ACCOUNT (CHANCERY),

payment to, [179].

SUSPENSION,

of injunction, [403, 403, 510], 533.

of solicitor, [945], 949.

SWEARING AFFIDAVITS, 97, 203.**TACKING, 1755—1758. *See* **MORTGAGE**.****TAXATION OF COSTS. *See* **COSTS**.**

(1.) in actions and other proceedings, 211—217.

appeal from order reviewing, 726, 730.

bankruptcy, jurisdiction of local registrar as to costs in, 238.

not affected by twelve months rule, 238.

certifying difference between solicitor and client and party and party costs, [216, 218].

costs, charges and expenses of, [900, 901], 992, 993.

costs of parties attending, 222.

counsel's chambers, attendances at, 269 (*add.*).

country solicitor, attendance of, at trial, 269 (*add.*).

County Court, of administration action in, 221.

creditor's action, in, where assets deficient, 1232, 1233.

differ, in case parties, 222.

dismissal of action, in case of, 222.

District Registry, in, 223.

fees of, carrying over, 210.

TAXATION OF COSTS—continued.

- (1.) *in actions and other proceedings—continued.*
 Lancaster Palatine Court, of appeal from, 718.
 Lands Clauses Consolidation Act, under, 2036 *et seq.* See LANDS CLAUSES CONSOLIDATION ACT.
 modes of, 220.
 order for, not a judgment, [161].
 order, without, 222.
 particular claim, with exception of, [214].
 parties, as between, orders for, [211—217].
 partition action, in, [1546], 1558.
 patent actions, in, 225.
 pauper, of person suing as, 910.
 proceedings before taxing officer, 241, 242.
 prolixity in affidavits, special direction in case of, [216], 225, 262.
 review of, [255, 256], 257—265.
 when permitted, 257.
 scale, higher and lower, 223, 224.
 higher, when allowed in chambers, 223.
 sequestration, of, [403], 404.
 set-off, with, [213].
 on review of taxation, [255, 256].
 sheriff's fees, of, 377.
 shorthand writers' notes, allowance for, 225, 242, 264, 265, 734, 735.
 solicitor and client, as between, [217, 218], 220. See COSTS.
 specific performance action, in, [1860, 1861], 1876.
 stay of proceedings, in case of, [700].
 stay of, when ordered, 228.
 taxing master, proceedings before, 241, 242.
 prolixity, may disallow costs occasioned by, 225.
 Tramways Act, 1870, under, 2063.
 without prejudice to question how ultimately to be borne, [213], 226.
- (2.) *on application of client, 230—269.*
 action brought, after, on order of course, [244], 246.
 at instance of person jointly liable, [245].
 special order on undertaking as to issuing execution, [246].
 agency bills, of, 233.
 agreements between solicitor and client, subject to, 238, 239. See SOLICITOR.
 allowances on, 258—265.
 special, interest on costs, 265, 266.
 alteration of bill after reference, 236, [243].
 bankrupt not entitled to, pending bankruptcy, 251.
 branch of Court where application is to be made, 235.
 charges liable to, 234, 236, 237.
 common order for, what accounts, &c. taken under, 235, 236.
 discharging, 234, 241.
 consent, order by, [231].
 conveyancing costs under Lands Clauses Act, order of course for, [233].
 costs of, 235, 236, 240, 241.
 reductions affecting right to, 240, 241.
 reservation of, by order, [243].

TAXATION OF COSTS—*cont. seed.*

2. on application of client—*cont. seed.*
 - deceased solicitor, taxation by or against representatives of, [252—254].
 - charges not taxable moderated, [254].
 - defendant, application by, after payment of debt, 235.
 - delivery of papers, direction for, when inserted, 231, 223.
 - discharge of order for irregularity, &c., 234, 241.
 - discretion business, of, 241.
 - evidence, for, before taking matter, 241, 257.
 - on application to remove taxation, 257.
 - judgment after not allowed, 241.
 - married woman, on application by, 235.
 - over- or under-paid work, of, 235.
 - provision to witnesses or allowed, [255].
 - summary, of, 257.
 - order to accept same, 236.
 - order to show the order of F. V. c. 71 s. 37...234, 235.
 - in taxation and tax bill, [253].
 - by client's representative, [255].
 - in tax bill delivered within one month, [255], 234.
 - before revivor months expired, [251], 234.
 - before revivor, or writ of inquiry executed, but after action brought, [254].
 - by summons, [251].
 - person partly liable, at instance of, [255].
 - solicitor, on application of, [252].
 - solicitor's representatives, delivered by, [252].
 - third party, at instance of, [255], 251.
 - provisionary business, of, 252.
 - part of bill of, 233, 234.
 - parties entitled to—
 - assignee, 235.
 - executors *per trust*, 252.
 - deceased client's representatives, [252, 253].
 - husband, 252.
 - infant, 235.
 - married woman, 235.
 - party in contempt, 235.
 - party not liable voluntarily paying, when, 252.
 - payment, after, special order, [246].
 - application for, to be speedy, 248.
 - to be made by summons, 248.
 - before delivery of proper bill, 237.
 - revivor and carrying on after payment, [254].
 - special circumstances, pressure or overcharge, 247, 248, 252.
 - what constitutes payment, 249.
 - petition for, costs of, 234.
 - retainer, leave to question, [233].
 - may be questioned under common order, 236.
 - review of, [255, 256], 257—265.
 - revivor of, after payment, [254].
 - separate bills, in case of, 238.

TAXATION OF COSTS—*continued.***(2.) on application of client**—*continued.*

- special application, when necessary, 234, 251.
 - how made, 234.
 - when justified, 234, 235.
- special order to tax particular items, [233].
 - action, to tax after, [246].
 - costs of, when unnecessarily obtained, 236.
 - delivery and taxation, for, [243].
- staying proceedings in inferior Court by order for, [245, 246].
- summons, order upon, for taxation, [233], 234, 243.
 - service of, 234.
- taxing master, powers of, 242, 257, 258, 263.
- third party, on application by, [249].
 - on special application by, [250], 251.
- trustee, where solicitor is, 236, 263.
- twelve months, after, 234, 237, 238, 249, 252.
 - special circumstances justifying, 237, 238.
- winding-up order, effect of, 238.
- withdrawal of bill, 234, 236.

TAXING MASTER,

- appeal from, 726, 730.
- discretion and powers of, 242, 257, 258, 263, 269 (*add.*).
- procedure and evidence before, 241, 257.

TELEGRAM,

- notice of injunction by, 379, 456, 633.

TENANT. *See* LANDLORD AND TENANT; LEASE.

- acquisition of right of way as against landlord, 509.
- attornment by, to receiver, [635, 669, 670], 674.
 - to sequestrator, [398].
- boundaries, duty of, to preserve, 1574.
- interpleader by, 442.
- removal of fixtures by, 1684.
- waste by, [475].

TENANT FOR LIFE (AND REMAINDERMAN),

- account of sums due to tenant for life, [1413].
- advance to tenant for life, on bond and undertaking, 1478.
- annuity, conversion of, forming part of residue, 1417.
 - keeping down, 1379, 1420.
- apportionment as between, of charge, 1414.
 - of money paid in respect of testator's breach of trust, 1416, 1417.
 - of proceeds of sale of leaseholds, 2032.
 - of profits of partnership, 1483, [1829], 1830.
 - of rents, &c., 1265, 1482, 1483.
- Bank stock, right to bonus on, 1421.
- breach of trust, tenant for life benefiting by, recoups trustee, 913, 979.
 - interest of tenant for life impounded, to answer, [974] (*add.*).
- business, profits of, declared to be income, [1417].
- capital or income, what attributable to, 1265, 1483.
 - bonus, whether capital or income, 1412, 1483.
 - inquiries as to particulars and application of, [1410—1417].

TENANT FOR LIFE (AND REMAINDERMAN)—continued.

- lease by tenant for life under power, 1480.
 - under Settled Land Acts, 1514—1519. *See* SETTLED LAND ACTS.
- leaseholds, compensation to tenant for life on purchase of reversion, [1455].
 - conversion of, 1417.
 - inquiry as to future management of, [1496].
 - inquiry as to value of, not specifically bequeathed, [1414].
- leases, inquiry as to renewals of, 1475. *See infra*, renewal.
- library, inquiry as to sale of, by tenant for life, [1319].
- Limited Owners' Residences Acts, improvements under, [1494], 1485.
- loss by deficient investment, apportionment of, 1422.
- manion-house, leave for tenant for life to occupy, [1477].
 - repairs and rebuilding of, orders as to, [1475], 1476, [1477, 1478], 1481, [1494], 1486.
- married woman tenant for life, equity of, to a settlement, 793—805.
- mines and minerals, inquiry as to, [474], 1472.
 - rights of tenant for life in respect of, 479, 481, [1476], 1479, 1480.
- opposition to railway bill, money received by tenant for life for withdrawing, 2013.
- outgoings payable by tenant for life, 1483.
- over payment of tenant for life, 1413, 1422.
- payment of dividends on funds in Court to tenants for life, [186].
- payment of interest by tenant for life, Statute of Limitations, 1606.
- plate and furniture, inquiry as to, [1361, 1475].
- possession, right of tenant for life to, on giving security, 637, [1476], 1482.
 - receiver ordered to deliver up, 1477.
- postponement of conversion, proper or improper, effect of, 1418, 1419.
- power of tenant for life, to sell or consent to sale not extinguished by alienation, 1467.
- profits, whether income or capital, 1421, [1829], 1830.
- protector of settlement, when tenant for life is, 1498, 1499.
- real securities, inquiry as to calling in, 1420.
- recouping tenant for life, [1412], 1422.
- recoupment by, out of life interest, [1424].
- redemption by tenant for life, 1603.
 - of property subject to charges, [1724].
- refund, liability of tenant for life to, 973, 979, 1422.
- renewable leaseholds—**
 - account against trustee taking renewal in own name, 987.
 - contribution by tenant for life to fines, &c., [1496], 1487, 1493.
 - and security to be given, [1496].
 - duty of trustees to convert, 978.
 - ecclesiastical leases no longer renewable, application of renewal funds, &c., [1489—1491], 1494.
 - expenses of, raised by mortgage, 1487, 1493.
 - apportionment of, [1487, 1488, 1493].
 - inquiry as to renewals, [1486].
 - obligation of tenant for life to renew, [1487], 1492, 1493.
 - purchase of reversion authorized, [1455, 1491], 1494.
 - renewal of, inquiries and orders as to, [1475, 1485, 1492], 1493, 1494.
 - repair, tenant for life omitting to, liability of estate of, 1217.
 - repairs and improvements by tenant for life, allowances in respect of, 1480, 1481.
 - recouped, [2026].

References to the Forms are printed thus [456].

TENANT IN TAIL—*continued*.

- infant, must keep down interest on mortgages, 1609.
- adult not so bound, 1609.
- lunatic, barring estate of, 1498.
- married woman, disentailing deed by, [706].
- payment out of Court to, [1496], 1499.
- redemption by, 1603.
- waste by, 478.

TENANT PUR AUTRE VIE. *See* CESTUI QUE VIE.

TENANTS' COMPENSATION ACT, 1890..1629, 1630.

TENDER,

- costs of, service of petition, 341.
- mortgage money, of, 623, 1583, 1610, 1614.
- plea of, 1614.

TEST ACTION, [556], 557, [703], 706, 727.

TESTAMENTARY GUARDIAN,

- appointment and powers of, 846, 847.

TESTIMONY (ACTION TO PERPETUATE),

- publication of evidence in, [90], 96.

THEATRICAL PROPERTY,

- receiver of, 591.

THELLUSSON ACT, [1348, 1385], 1461.

THIRD PARTY, 21, 22.

- addition of new defendants, notwithstanding objection of, 43.
- Appeal, Court of, powers of, as against, 736.
- appearance by, 25.
- "contribution or indemnity," right to, 21, 22.
- costs, may be ordered to pay, 131, 220, 738.
- counter-claim, cannot, against plaintiff, 35.
- discovery by, 58.
- right of third party to, 58, 59.
- dismissal of, 123, 131, 156.
- garnishee proceedings, to, 431.
- judgment against, declining to state defence, 131.
- on question tried immediately after trial, [1779].
- leave to, to defend, 23, 25, [1779].
- liability of, to indemnify defendant, declared, [1779].
- notice, form and effect of, 21.
- service of, out of jurisdiction, 20.
- notice of appeal, served with, 728.
- originating summons, rules as to third parties do not apply to, 131.
- "party," within Judicature Act, 1873, s. 100, whether, 35.
- set-off by, 1160.
- taxation of costs on application of, [249, 250], 251.
- trial as against, directions as to mode of, 131.

General Index.

... 406, 407.
... 540], 553.

against steward, [1167].
 on payment of purchase-money, [880].
 on proceeds of, [880, 881], 870. See INVENTORY.
 471-474], 478, 479. See WASTE.
 1365].
 1478.
 1473], 1474.
 1410].
 1528, 1529, 1523, 1526.

[illegible]

for answer to interrogatories, [45].
 for appeal, [719], 728, 730, 732, 733.
 for a citation or award, [352], 354, 357, 358.
 for delivering particulars of objections to patent, [357].
 for giving evidence, 94.
 for production of documents, [50].
 for redemption, 1649, 1650.
 in foreclosure action on motion before default, [1646], 1649, 1650.
 where mortgagee failed to attend, [1647].
 where mortgagee has received rents, [1647].
 of the contract, when time is of, 1847, 1848.
 closure, for, any time after default, 1583.
 sent into Court, for, 184, 185.
 suspension, for, 1645.
 setting aside judgment in default of appearance, for, 122.
 for issue or renewal of, 8.

TITHE COMMUTATION MAP,
evidence by, 1574.

TITHES,

- account of, uncommuted, [1151], 1152.
- apportionment of costs in action for, 1180.
- rent-charge, redemption of, under Settled Land Acts, 1525.

TITLE,

- account, of, 209.
- copyright, none in mere title, 577, 578.
- declaration as to, in specific performance action, 1849, [1860, 1861], 1877, [1882].
- inquiry as to, on sale by Court, [298, 299], 303, 304. *See SALE BY THE COURT.*
- inquiry as to vendor's, in specific performance action, [1852], 1853—1858, [1876, 1878].
- inquiry whether accepted by testator, [1303].
- investigation of, on sale by the Court, [298], 303, 304, 1207.
- newspaper, of, injunction against use of, [540].
- petition, of, 340, 341.
- proof and acceptance of, 1854—1858. *See VENDOR AND PURCHASER.*
- purchase with sanction of Court, approved on, [2078].
- purchaser, of, inquiry as to, [1852].
- reference of, under Declaration of Title Act, [2084].

TITLE DEEDS. *And see DEEDS.*

- abstract of, 304, 1854, 1856.
- custody of, right to, 1482, 1570.
- delivery of, directed, [1477, 1917].
 - avoidance of settlement, in case of, [1432].
 - establishment of deed, on, [1917].
 - execution of settlement, on occasion of, [1443].
 - lien without prejudice to, [1443].
 - specific performance, in action for, [1859, 1865], 1873, 1874, 1899.
- delivery out of Court of, [86], 87.
- direction as to, in partition action, [1559, 1560], 1570.
 - on sales by the Court, 295, [302], 308.
- equitable tenant for life, right of, to custody of, 1482 (*add.*).
- lost, by mortgagee, costs, 1614, 1909, 1910.
 - inquiries and orders as to, [1906—1908].
 - relief in respect of, when and on what terms, 1909—1911.
- mortgage by deposit of, [1695—1702], 1703. *See MORTGAGE, EQUITABLE.*
- possession of, inquiry as to, [956].
- priority by possession of, 1482, 1754, 1755.
- production of, 74. *See PRODUCTION OF DOCUMENTS.*
 - as between vendor and purchaser, 1873, 1874.
 - by mortgagee, 69, 1611, 1612, [1744].
 - by tenant for life, 1482.
 - on sale by Court, 295, [302], 308.
- purchaser for value of, without notice, position of, 1575, 1585, 1743, 1754, 1755.
- tenant for life entitled to custody of, 1482.
- trust property, of, inquiry as to, [956].

TOLLS,

- injunction to enforce right to, 628.
- issue as to infringement of bridge tolls, 333.

TOLLS—continued.

- mortgage of, 1689.
- receiver of, of railway, canal, &c., [680], 651, 669, 675.

TOMBSTONES.

- injunction as to, 477.

TORT.

- action by or against husband or wife in respect of, 750—752, 755, 762, 786.
- service in action of, 17 *add.*
- survival of right of action for, 104, 462, 493, 1238.

TOWN AGENT.

- attorney's, 233, 237, 244, 268, 915, 919, 923. *See* **SOLICITOR.**

TOWN CLERK.

- discovery and production of documents by, [48], 58, 67.

TRADE. *See* **REGISTERED: PARTNERSHIP.**

- action *compulsory* and in clearing journals in, [305], 387, 388. *See* **EXERCITOR.**
- in *recess* in, [305], 387, 388.
- injunction against carrying on, in breach of contract, [453, 454], 467, 468.
- carrying on trade of testator, [1310—1313], 1314—1315. *See* **BUSINESS.**
- machinery, assurance of, within Bills of Sale Acts, 1871, 1881.
- moneys earned by, account of, 453.
- name, injunction against user of, [539], 541, 542.
- of newspaper, [540].
- on dissolution of partnership, 544.
- of company, [540].
- profession, distinguished from, 455.
- restraint of, stipulation as to, construction and validity of, 467, 468, 1826.
- secret, improper use of, restrained, 545.
- secret preparation, injunction against making and selling, [535], 544.
- undertaking to change name of company, [540].

TRADE MARK.

- abandonment of, 1995.
- account of profits by counterfeit mark, [536, 537].
- addition to, capable of registration, 1995, 1999.
- assignment of, 543 *add.*, 1995, 1997.
- Board of Trade, jurisdiction and powers of, 1961, 1995, 2003.
- appeal from, to Court, 1991, 1995.
- "common use," 1993.
- deceptive mark, 1997, 1998.
- definition of, 1992.
- "distinctive" device, 1992.
- word, 1994, 1998.
- essential particulars of, 1992.
- "fancy word," 1992, 1993.
- fraudulent, where user has been, 1995.
- goods, connection of mark with, 1995.
- goodwill, connection of trade mark with, 1995, 1997.
- "in gross," cannot exist, 544.
- injunction against infringement of, [534—540], 541—547.
- advertisements, by, asserting article to be spurious, [539].
- certificate of judge that right to, comes in question, 545 *add.*.

TRADE MARK—continued.**injunction against infringement of—continued.**

- colour, similarity of, 543.
 - costs of action for, 545.
 - damage, special, must be shown, 544.
 - damages, right to, 542.
 - deception of public must be shown, 542.
 - delay, effect of, in applying for, 542.
 - delivery up and destruction of counterfeit marks, [536, 537], 547.
 - descriptive word not protected by, 541.
 - discovery to show amount of damage, when granted, 78, 545.
 - ignorance not an excuse, 543.
 - innocent purchaser, costs not given against, 545 (*add.*).
 - interim order for, 534.
 - interlocutory, 459.
 - jurisdiction as to granting, 541.
 - misrepresentation, plaintiff disentitled to protection by, 543, 544.
 - condoned by usage, 543.
 - parties to action for, part owner, 544.
 - foreigner, 544.
 - perpetual, made, 630.
 - production of documents in action for, 72.
 - profits, account of, in action for, [536, 537], 542, 543, 544.
 - secret preparations and recipes, by selling, &c., [535], 544.
 - shipping goods with counterfeit mark, by, [536].
 - when granted, 541—543.
 - wrapper, imitation of, [534, 538], 542.
- international and colonial arrangements as to protection of, 2003, 2004.
- "invented word," 1993.
- old mark, 1993, 1994.
- Patent Office, registration at, 2000—2004.
- publici juris*, [1900], 1995.
- registration of, 541.**
- application for, 1991.
 - advertisement of, and opposition to, 1996.
 - colours, in, 1995, 1996.
 - condition precedent to right to protection, 541.
 - conflicting claims, in case of, 1997.
 - deceptive or scandalous matter, of, not allowed, 544, 1997.
 - disclaimer, with, [1990, 1991], 1993, 1999.
 - effect of, 1999.
 - mark capable of, 1992—1996.
 - Merchandise Marks Act, 547.
 - order directing, [1999].
 - particular classes of goods, for, 543.
 - public user, to be deemed equivalent to, 541.
 - rectification of register, 2001—2004.
 - application by "person aggrieved," 2001, 2002.
 - by proprietor, 2003.
 - expunging or removing mark, by, [1999, 1990], 2000.
 - discovery in proceedings for, 78 (*add.*).
 - notice of motion for, service of, out of jurisdiction, 20 (*add.*).
 - variation by adding note, [1990].
 - when and how directed, 2002, 2003.

TRADE MARK—continued.**registration of—continued.**

- register to be kept at Patent Office, 2000.
- entries to be made in, 2000, 2001.
- restrictions on, 1997—1999.
- series of marks, 1995.
- similarity between marks, 1997.
- special and distinctive words, 1994.
- user of, 1992, 1995.

TRADE NAME,

- discovery in action for injunction, 74.
- distinction between, and trade mark, 545.
- injunction against use of, [539] (*add.*), 545, 546.

TRAFFIC AGREEMENTS,

- by railway companies, 606, 609, 610.

TRAINS,

- injunction against obstructing, [598].
- permitting to stand, [506].
- running, 594, 610.
- stopping of, enforced by injunction, [597].

TRAMWAY,

- injunction against laying down, 484.

TRAMWAYS ACT,

- Act of 1870..2062, 2063.
- deposits under, practice as to, 2062, 2063.
- taxation of costs under, 2063.

TRANSCRIPT,

- Palatine Court, of order of, 172.

TRANSFER,

- action, of, 697—700. *See* TRANSFER OF CAUSE OR MATTER.
- business, of, by company restrained, [601], 607.
- mortgage, of, 1584, 1585, 1609, 1636. *See* MORTGAGE.
- school, of, to School Board, 1097.
- securities, of, 182—185. *See* CARRYING OVER; PAYMENT INTO COURT; PAYMENT OUT OF COURT.
- shares, of, 1964—1971. *See* SHARES; STOCK EXCHANGE.
- forged, set aside, [1918].
- stock, of, restrained, [617, 618].
- statutory jurisdiction to restrain, 618.
- application under, and effect of order, 618, 619.

TRANSFER INTO AND OUT OF COURT, CHAP. XVI., 175—210. *See* PAYMENT AND TRANSFER INTO AND OUT OF COURT.**TRANSFER OF CAUSE OR MATTER, [695—697], 697—700.**

- application for, 698.
- bankruptcy, to, in administration proceedings, [697], 698.
- branches of Court, where actions in different, 704, 705. *See* CONSOLIDATION OF ACTIONS.

TRANSFER OF CAUSE OR MATTER—continued.

- Chancery Division, in, from one judge to another, [695], 697.
- costs of, 713.
- County Court, from, [706], 712, 713.
- County Court, to, [697, 706], 711, 712.
- without prejudice to application in bankruptcy, [697].
- Court of Appeal, jurisdiction of, 698, 699.
- District Registry, to and from, 152, 153, [697], 699, 700.
- Division, from one to another, 698.
- ex parte* application, on, [695].
- Lord Chancellor, consent of, [696], 698.
- order for, how drawn up, 698.
- Palatine Court, from, by Court of Appeal, [697], 699.
- particular matter, of, on *ex parte* application, [695].
- partnership action, of, 705, 1804.
- petition or matter, of, 339.
- Queen's Bench Division, from, [696], 698, [1187].
- when ordered, 699.
- to, [696].
 - for trial of issue, 326.
 - when ordered, 698.
- referee, official, from one to another, 366.
- re-transfer, 706, [706].
- specific performance, of action for, to Chancery Division, 699, 1852.
- summons, of, to proper judge, [696].
 - from District Registry, 700.

TRANSLATION,

- copyright in, 579.

TRANSMISSION OF INTEREST, 101—106. See CHANGE OF PARTIES.**TREASURER,**

- direction for payment to, of corporation, [187].

TREASURY,

- payment to, [193].
- sequestration against Lords of, 293.
- solicitor to, [1384, 1385], 1387, 2061. See SOLICITOR TO TREASURY.

TREASURY SOLICITOR ACT, 1876..2061.**TRESPASS,**

- electric current, by discharge of, 514 (*add.*).
- highway, by improper user of, 509 (*add.*).
- in churchyard by interment of non-parishioners, [485].
- injunction against, [483—485], 486.
- granted irrespective of possession or claim of right by defendant, 486.
- laying pipes or rails on plaintiff's land, [483, 484].
- local board, by, restrained, 594.
- railway company, by, restrained, 594.

TRIAL, CHAP. XII., 124—145.

- adjournment of, 328.
- admissions, proof by, 141—143.
- marking documents referred to in, 143.

TRIAL—*continued*.

- amendment at, 39, 40, 1189.
- costs of, when allowed, 219.
- declaration of right, when made at, 144.
- directions as to, [702].
- discovery, using at, 85, 86.
- dismissal of action at hearing, [121, 122], 123.
- entering action for, 132.
 - discontinuance after, not permitted, 115.
- entering evidence at, 133—139. *See EVIDENCE*.
- issue directed before, 323, 324.
- issue of, 322—337. *See ISSUE*.
- judgment at, form of, 124.
 - if standing for judgment, 124.
 - some defendants, as against, [154].
- jury, by, [322—337]. *See JURY*.
- mode of, discretion of Court as to, 132.
- notice of, 130, 327.
 - countermanning, 327.
 - dismissal of action in default of giving, [119], 120, 122, 130.
 - service of, 133.
 - time for, 130.
- official or special referee, before, 324, 364—366.
- setting down action for, 130.
- "short," marking action, 132.
- stamps, insufficiency of, calling attention to, 139.
- third party, 131. *See THIRD PARTY*.
- venue, 130, 131. *See VENUE*.

TRUST,

- breach of, 953—990. *See BREACH OF TRUST*.
- debts, to pay, from personalty, 1406.
- declaration of, when complete, 1427, 1428, 1450.
 - imperfect gift not carried out as, 1428.
 - incomplete transfer, when given effect to, 1427.
 - portions, of, trustees directed to execute, [1457].
- estates, devolution of, 1033, 1044, 1049.
- execution of, order for, in chambers, 278.
- execution of trusts of instruments, [1454, 1455]. *See ADMINISTRATION; SETTLEMENT*.
- executory, for settlement, carrying out, [1442—1448], 1440—1454. *See SETTLEMENT*.
- of heirlooms declared, [1363], 1370. *See HEIRLOOMS*.
- express, what is, 980, 981, 1257.
- fund, declaration of particulars of, [1424]. *See TRUSTEE*.
- implied, how affected by Statutes of Limitation, 980.
- lapse of time, how affected by, 980, 981. *See STATUTES OF LIMITATIONS*.
- meaning of term under Trustee Acts, 1042.
- moneys, lien on property bought with, 966.
- mortgage devised in, [1726].
- partition of property subject to, 1550.
- purchaser of trust property without notice, rights of, 965.

TRUST—continued.

- resulting, 1267.
 - money subscribed for purpose which fails, 1915.
 - presumption of, 1428, 1429.
 - transfer into name of child, 1464.
- sale, for, does not authorize mortgage, 959, 965.
- secret, for charity, [1125], 1136, 1141.
- separate use, for, 759 *seq.*

TRUST INVESTMENT ACT, 1889..1002, 1003.**TRUSTEE, CHAP. XLI., 953—1082.**

- abroad, not in general deprived of his office, 1023.
- account against, charging bonus, settled account opened, 1179.
 - neglecting to convert, 978.
 - profits, when charged, [985], 987, 989.
 - rests, when taken with, [984], 988.
 - usual judgment for, trustee only chargeable for actual receipts, 962, 986.
 - who chargeable under, 986, 987.
 - wilful default, on footing of, 985—987. *See* WILFUL DEFAULT.
- accounts of, inquiry as to adopting, where infants interested, [955].
 - Court fees on, 1247.
- acquiescence in breach of trust by, [973], 979, 980. *See* BREACH OF TRUST.
- Act of Parliament, leave to trustee to apply for, [1000], 1005, 1006.
- actions, leave to trustee to bring or defend, [1000].
- admission by, payment into Court when ordered on, 962, 978.
- admission in pleadings by, judgment on, 167.
- advice of Court, petition by, for, [1007, 1008], 1009, 1010.
- agent of, accountability of, 964, 971.
 - appointment of, to receive purchase or other money, 917.
 - liability of trustee for default of, 963, 964.
- agreement for settlement enforced against, [1424].
- allowances to, 993, 995—998.
- annuity to, so long as he continues in trust, 1376.
 - when subject to duty, 206.
- annuity, duty of trustee to provide fund for, [973], 1002.
 - purchase of government annuity in names of trustees, [1373].
- appointment of new,—
 - after breach of trust, [957], 1078.
 - chambers, on application in, 278.
 - with leave to apply for vesting order or conveyance, [1017].
 - chapels, of nonconformist, 613.
 - charities, of, [1085, 1087], 1099—1101, [1105]. *See* CHARITY.
 - Conveyancing Acts, under, [1018, 1019], 1021—1023.
 - costs of appointing, 993.
 - Court, by, not made where sole trustee desires to exercise his statutory power, 1077 (*add.*).
 - evidence of fitness, 1020, 1081.
 - former trustee ordered to replace stock, [957].
 - infant, for, [1019].
 - instrument of appointment, 1022, 1023.
 - judgment for, [1017].

TRUSTEE—*continued.*appointment of new—*continued.*

- lunatic, where donee of power is, 1022.
- Married Women's Property Act, under, [770], 776.
- new trustees not bound to inquire of old trustees, 961.
- number to be appointed, 1020, 1079, 1080.
- originating summons, on application by, 1021.
- persons to be appointed, 1019, 1079, 1080.
- power, under, pending action, 1005.
- powers of trustees appointed by the Court, 1021, 1022.
- principles on which Court acts in making appointment, 1019, 1020.
- retiring trustee, in place of, [1017].
- separate sets of trustees, 1023, 1080.
- settlement, of, [1438, 1443, 1488].
- stamps on conveyances and vesting orders, 1023, 1041, 1042.
- statutory powers as to, 1021—1023.
 - persons to execute, under s. 31 of Conveyancing Act, 1881..1022 (*add.*).
 - tenant for life, by, after assignment of interest, 1020.
 - Trustee Acts, under, 1070 *seq.* See TRUSTEE ACTS.
- attachment against, [383], 385, 990.
- attachment of money in hands of, [430], 431, 434.
- attorney, power of, acting under, [1006].
- balances of, inquiries as to, [964, 971, 983].
 - and interest, [983], 987.
 - leave to prove against bankrupt trustee, [982].
 - payment into Court of, 977, 978.
- banker of, accountability of, 964, 965.
 - liability of trustee for default of, 965.
- bankrupt, proof against, 961, [982, 983].
 - removal of, 1024, 1078, 1079.
 - shares in name of, not in order and disposition, 961.
 - trust property not vesting in trustee in bankruptcy, 961.
- bankruptcy, in, 104, 1603, 1846. See BANKRUPTCY.
- "bare," 1044.
 - married woman who is, may convey as *feme sole*, 791, 1045.
- bonus, not permitted to charge, 1179.
- breach of trust by, 953—990. See BREACH OF TRUST.
- business, carrying on, 995.
- care, degree of, required from, 963, 975.
- cestui que trust*, acquiescence by, in breaches of trust, [973], 979, 980.
 - bailliff of trustee, regarded as, 965.
 - representation of, by trustee, 970, 1251, 1601.
 - right of, to follow trust estate, 965, 966.
 - to information from trustee, 961, 962.
 - to sue, on refusal by trustee, 970, 971.
- chapel, of, minority restrained from excluding preacher, [311].
- charging order on shares in name of, [424], 428, 429.
- charities, of, CHAP. XLII., 1083—1148. See CHARITY; TRUSTEE OF CHARITIES.
- chattels comprised in settlement, inquiry as to, [956].
 - conversion of, trustee may sue wrongdoer for, 964.
- compound interest charged against, 955, [984], 988.

TRUSTEE—continued.

- compromise by, 1006.
 - onus on, to show that compromise beneficial, 960.
- conduct of sale, right to, 294.
- conversion of property, duties as to, 960, 961, 978.
- co-plaintiff, cannot be added as, without written consent, [971].
- costs, charges, and expenses of, [990, 991], 991—998.
 - allowances in account, 993, 995.
 - appeal as to, lies, 992, 1016.
 - appeal by trustee as to construction of will, 996.
 - appointment of new trustee, of, 993.
 - breach of trust, in cases of, [991], 992, 996.
 - Commissioners Clauses Act, 1847, under, 993.
 - counsel's advice, acting under, 994.
 - creditor's deed, of trustee of, 993, 994.
 - defaulting trustee, not allowed to, 995, 997.
 - defending for benefit of trust estate, and also defending his own character, 992.
 - disclaiming or refusing to convey, 997.
 - dismissal of action, in case of, 992.
 - estate, allowed out of, 992, [1423], 1442, [1445].
 - executor of executor, of, who has committed breaches, [991].
 - expenditure for specified purposes authorized, [999].
 - express direction in order as to, necessary, 992.
 - foreclosure action, in, 1619.
 - further consideration, of transactions after order on, 160.
 - improper proceedings, of, 992, 996.
 - incidental litigation, costs of, included in, 723 (*add.*).
 - inquiry as to, [990].
 - interest on, not allowed, 995.
 - lien for, 994.
 - maintenance and advancement, allowances for, 995.
 - new trustees directed to raise, [1439].
 - none allowed, or trustees to pay costs, 992, 996, 997, 1015.
 - one set of costs or more, when allowed, 993.
 - party and party, when allowed only as between, 992, 997.
 - priority of trustees' expenses, 994, 1619.
 - raised and paid by trustees, [990].
 - repairs, allowance for, 995.
 - retainer of costs by trustee, 993, [1007, 1436, 1437].
 - retiring trustees, of, 1020.
 - right of trustee to his, 723.
 - and right to appeal as to, 723.
 - set-off of debt against, 991.
 - settlement declared wholly void, of trustee of, 994.
 - or set aside as fraudulent, 1957.
 - severance in defence, one set only allowed in case of, 993.
 - solicitor and client, as between, right to, 220, 992.
 - solicitors, surveyors, &c., of trustees acting as, 997.
 - taxation of, 990.
 - unnecessary proceedings, of, 996.
 - what allowed, 993.
 - where trust deed set aside, 993, 994.

TRUSTEE—*continued.*

- co-trustee, liability of trustee for acts of, 962, 963.
- co-trustees, all liable for breaches of trust, 967.
 - but entitled to contribution *inter se*, 967.
 - indemnity clause, effect of, 959, 963.
 - negligence, liable for, 963.
 - trustee to bring into Court funds misappropriated by co-trustee, [983].
- counsel's advice, acting under, 994.
- dealings with trust funds, inquiries as to, [953—956, 971—974].
- debentures fraudulently sold by, to be deposited in Court, by alleged purchaser, 957.
- Debtors Acts, attachment or committal under, 385, 390.
- defaulting, costs of, 995.
 - imprisonment of, 385, 990.
- director of company, liability of, 968, 969.
- discharge of, 957, 1024.
- disclaimer by, receiver appointed on, 661.
 - sufficiency of, 1020, 1081.
- discretion of, not interfered with, 853, 869, 1005, 1006, 1092.
- dividends, payment of, to trustees of charities, [188].
- enforcement of order against, 385, 990.
- estate of, devolution of, 1043, 1044.
 - Conveyancing Act, 1881, under, 1044, 1049.
 - orders vesting, 1024 *seq.* See TRUSTEE ACTS.
- executors when becoming trustees, 1255.
- expenditure by, [999].
- following trust funds, right of *c. q. tr.* as to, 965, 966.
- forged certificates, liability of trustee paying money on, 996, [1919], 1920.
- fraudulent, leave to prosecute, [989], 990.
 - relief against, for breach of trust, [957], 968.
 - when to be deemed, 385 (*add.*).
- friendly societies, of, 1024.
- garnishee order on money in hands of, [430], 431, 434.
- illegal transaction, right to follow money paid for, 966.
 - trustee of moneys produced by, cannot refuse to pay, 967.
- indemnity clause, effect of, 959, 963.
- indemnity, right of trustee to, 967, [991], 993, 994, 1005.
- indemnity under 22 & 23 V. c. 35.. [1007, 1008], 1009.
- infant's estate, power of, to convert, 869.
- infant, inquiries whether proceedings against trustee beneficial for, [955].
- infant, inquiry as to trust money received by, [953].
- information to *c. q. tr.*, duty of trustee to give, 961, 962.
- injunction against, selling in breach of trust, [623], 623, 959.
- inquiry, acquiescence in breach of trust, as to, [972, 973].
 - adopting accounts, as to, [955].
 - breaches of trust, as to, [953—956, 971—975]. See BREACH OF TRUST.
 - dealings with trust estate, as to, [953—955].
 - intending assignee, by, duty to answer, 961, 962.
 - investments, as to, by trustees, [956, 971].
 - loss by non-conversion, as to, [972, 973].
 - trust property, as to, [955, 956].
 - wilful default, as to, [962—965].
- insurance, duty to keep up, 961.

TRUSTEE—*continued*.

- interest charged against, [955], 987, 988, [1395].
 - arrears of rent, on, 987.
 - balances retained by trustee, on, [983, 984], 985, 987.
 - charged usually at 4 per cent., 987, 988.
 - compound, where assets employed in trade, 988.
 - or where direction to accumulate, 988.
 - direction for charging, [955, 984].
 - mistake, in cases of, 985, 987, 988.
 - mode of calculating, 988.
 - money mixed with his own, on, 985, 988.
 - profits or interest charged where funds employed in trade, [985], 989.
 - rate of, 987, 988.
- investment by, 999—1005.
 - annuity, to provide for, 1002, 1003.
 - bank stock, in, 1003.
 - banking company, purchase of shares in, [973].
 - retaining shares in unlimited company, 976.
 - buildings, repairs, and improvements, in, 1004.
 - change of, with sanction of Court, 1003, 1453, 1454.
 - contributory mortgage, on, 978, 1004.
 - Court, sanctioned by, 1003, 1004.
 - Debenture Stock Act, 1871, under, 1693.
 - East India Stock, in, 1003.
 - equity of redemption, in, 1004.
 - general powers of trustees, 1001 *et seq.*
 - ground rents, in purchase of, 1453.
 - house property, in, 975.
 - improper, declared, [972], 974 (*add.*).
 - acquiescence and concurrence by *c. q. tr.*, 979.
 - declared good for less sum, [974 (*add.*)].
 - inquiry as to propriety of, [956, 990], 1453.
 - judicial opinion as to, under 22 & 23 V. c. 35., [1007].
 - land, in purchase of, 1004, 1453, 1454.
 - Lands Clauses Acts, under, 1004.
 - majority of, power of, in charity cases, 1092, 1093, 1115.
 - mines, in purchase of, 1453, 1454.
 - mortgage, on, 975, 1001—1003.
 - authorized, [990].
 - of land in Scotland, 1003.
 - National Debt Conversion Act, under, 1001, 1002.
 - non-conversion of, breach of trust by, 960, [972, 973], 978.
 - preference shares not a "security," 976.
 - prudence to be exercised in making, 963, 975.
 - purchase of lands, in, 1004, 1453, 1454.
 - of reversion of leaseholds authorized, [1455, 1491].
 - real security, on, 1004.
 - second mortgage, on, 975.
 - Settled Estates Act, under, 1004.
 - Settled Land Act, 1882, under, 1001, 1004.
 - special powers, under, 1004.
 - speculative, not sanctioned by the Court, 975.
 - statutory powers, 1001—1003.

TRUSTEE—continued.**investment by—continued.**

stock mortgage, on, 1004.

sub-mortgage, on, 975.

Trust Investment Act, 1889, under, 1002, 1003.

Trustee Act, 1888, provisions of, protecting trustee, 976, 977.

valuation, duty of trustee to take, 975, 976.

judgment for administration, effect of, on powers of trustees, 1005, 1006.

judicial opinion, 22 & 23 V. c. 35; 23 & 24 V. c. 38..[1007, 1008], 1009, 1010.

appeal from, not allowed, 1009.

application for, mode of, 1009.

summons, by, [1008].

compromise, approving, [1008], 1009.

questions proper to be submitted, 1009.

lease and contract by, approved, [1000].

lease, renewable, conversion of, 978.

lease taken by, in own name, set aside, 982, 987.

legal estate, priority by, right of trustee to, 961.

lien of, for expenses and payments, 994, 995.

Limitations, Statutes of, as affecting, 980, 981.

acknowledgment under, by trustee for sale, 1607.

tenant for life, action by, barred under Trustee Act, 1888..[974 (*add.*)].

loss by non-investment or non-conversion, liable for, [972, 973], 978.

maintenance and advancement, powers of trustee as to, 853, 856, 1005. *See*

INFANT.

allowances for, 854, 856, 995.

management of trust property, 1000—1009.

applications as to, under 22 & 23 V. c. 35, and 23 & 24 V. c. 38..

[1007, 1008], 1009, 1010.

infant's property, 869, [1019]. *See* **INFANT.**

leave to bring or defend actions, [1000].

leave to expend money, [999].

rebuilding mansion-house, mortgage for, authorized, [1478].

repairs authorized, 995, [999], 1004, 1481.

married woman, breaches of trust by, 762, 780, 969, 970.

capacity and liability of, 780, 970.

married woman, for, retention of costs by, 754.

power to convey land, 1045.

mines, sale of, apart from surface, under Confirmation of Sales Act, [1470, 1471], 1472.

under Settled Land Acts, 1509.

misappropriation by, inquiry as to, [954].

mortgage by, on bad security, 975, 976.

power to lend on, or "security," 976.

power to mortgage includes giving power of sale, 959.

statutory powers, 1001—1003.

stock mortgage, power to lend on, 1004.

under power to sell only, 959.

mortgage to, of trust property, 960.

new, appointment of, 1020 *seq.* *See supra*, appointment.

notice to, of assignments, &c., 961.

official, of charities, [1007, 1105], 1113. *See* **CHARITY**; **TRUSTEE OF CHARITY.**

TRUSTEE—continued.

- onus on, to show sound discretion exercised, 969, 975.
- option of purchase, power to give, 969.
- outstanding funds, duty of trustee to get in, 960, 961.
- over-payment of beneficiary, liability for, 967.
- Parliament, proceedings in, authorized, [1000], 1005, 1006.
- parties to action to recover trust funds, 970, 971.
- partner, liability of trustee for acts of, 966, 967, 1821, 1823, 1830.
- payment by, of own debts with trust moneys, 989.
- payment into Court by, when ordered, 962, 977, 978.
 - order for, to be registered as judgment, [958].
- payment to, of dividends on fund in Court, [186].
 - out of Court to sole trustee not usually directed, 1020.
- personal liability of, for breach of trust declared, [967, 974 (*add.*), 1494].
- policy, liability of trustee for allowing, to drop, 961.
- portions, duties of trustee as to raising, &c., of, 1461. *See* PORTIONS.
- postponement of conversion by, 978.
- power to appoint, 1020 *seq.* *See supra*, appointment of new.
- powers of, how to be exercised, 969.
- proceedings against, inquiry if beneficial to infants, [955].
- proceedings by, declared unnecessary, [1006].
- proceedings, useless, not bound to take, 960, 961.
- production by, of cases and opinions of counsel, &c., 81.
- production of documents by, 75.
- profit by, out of trust, 995.
- profits or interest charged, where assets employed in trade, [965], 987, 989.
- prosecution of, for fraud, [969], 990.
- purchase by, of trust property, or from *c. q. tr.*, [1029, 1030], 1931, 1932.
- purchase from, of trust property without notice, 957, 965.
- purchase of land by, under sanction of Court, 1453, 1454.
- real estate of, sold to satisfy breach of trust, 967.
- receipts by, 962, 963.
 - all trustees must sign, 962.
 - not liable for merely signing, 962.
 - secus*, executors, 962.
- Trustee Act, 1888, under, 917, 1872.
- receiver, trustee appointed, 654.
 - misconduct of trustee a ground for appointing, 661.
 - of trust property, when appointed, 661. *And see* RECEIVER.
 - remuneration of, 654 (*add.*), 995, 998.
- refusal by, to account or convey, 996, 997.
- reimbursement, entitled to, 993, 994.
 - usual clause as to, effect of, 959, 963.
- removal of, 1023, 1024, 1046, 1078.
 - bankrupt trustee, 1024, 1078, 1079.
 - charity cases, in, [1105], 1115.
 - conflict of interest, on ground of, 1023.
 - costs of, 1023, 1024.
 - residence abroad, in case of, 1023, 1024.
- remuneration to, liability not increased by reason of, 965 (*add.*).
- renewable leaseholds, duty of trustee to convert, 978.
 - purchase by trustee of reversion of lease no longer renewable, 1490.
- renewal of leases by, authorized, 1486.

References to the Forms are printed thus [456].

TRUSTEE—*continued.*

- repairs by, authorized, 995, [999], 1004.
 - of real estate, allowed out of personal, 1004.
- replace stock and dividends, ordered to, [957].
- representation of *cestui que trust* by, 970, 1251, 1252.
- retainer of costs by, [1109, 1436], 1437.
- retiring trustee, costs of, when allowed, 1020.
 - liability of, for breach of trust, [957], 960.
- reversion of leaseholds, purchase of, by trustees authorized, [1455].
- sale by—
 - debentures fraudulently sold, purchaser to deposit, 957.
 - depreciatory conditions under, [932], 623, 1007.
 - or in breach of trust, 959.
 - neglect to sell, 959.
 - postponement of, discretion as to, not interfered with, 1006.
 - power of, devolution of, 959, 960.
 - duration of, 1007.
 - mortgage not authorized by, 959.
 - reserved bidding, power to fix, 293.
 - stock, sale of, inquiry as to, [956].
 - two trust estates together, of, 959.
 - under open contract, 959.
- set-off by, accountable for breach of trust, not permitted, 978, 992, 1161.
- settled account by, opening, 1179.
- Settled Land Acts, for purposes of, 1512—1514. *See SETTLED LAND ACTS.*
- settlement, of, agreement, enforced against, [1494], 1425. *See SETTLEMENT.*
- shares, holding, liability of, 1005.
- shares in name of, not in his order and disposition, 968.
- single trustee, payment out not ordered to, 1020.
- solicitor, acting as, costs of, 236, 263, 997, 998, [1240] (*add.*).
 - and client, fiduciary relation of, 937 *seq.* *See SOLICITOR.*
 - default of, liability of trustee for, 960, 964.
 - employed by trustee, powers and rights of, 916, 917, 919, 964, 971.
 - notice to, when notice to trustee, 961.
 - receipt of money by, 964.
 - when liable as trustee, 945.
- specific performance when decreed against, 1844—1846.
- tenant for life and remainderman, questions between, 1410 *seq.*, 1472 *seq.*
 - See TENANT FOR LIFE.*
- title-deeds, inquiry as to, [956].
- trade, employment of trust funds in, by trustee, [985, 987], 988, 989.
- transfer to, when appointed, [191].
- trustee ordered to deliver, to *cestui que trust* or new trustee, [958], 959, 1017.
- wasting securities, duty of trustee to convert, 978.
- widow, allowance of arrears of dower to, 1208.
- wilful default by, [962], 985, 987. *See WILFUL DEFAULT.*

TRUSTEE ACT, 1888,

- improper investment declared good for less sum, [974 (*add.*)].
- investment under powers of, 976, 977.
- solicitor to trustees, authority of, 917.
- tenant for life declared barred by sect. 8. .[974 (*add.*)].

TRUSTEE ACTS, CHAP. XVII., SECT. X., 1024—1082.

(1.) Jurisdiction under—

Chancery Division, of, 1040, 1041.

County Courts, of, 1041.

(2.) Appointment of new trustee under, 1070—1082.

bankrupt trustee, in place of, [1074].

breach of trust, in case of, 1078. *See* BREACH OF TRUST.*cestui que trust*, when appointed, 1080.

chambers, application, when to be made in, 274, 275.

costs of, to be a charge, and raised by mortgage, [1076].

evidence on application for, 1080, 1081.

affidavit of fitness and consent to act, 1081.

deaths and disabilities of trustees must be strictly proved, 1081.

accus, as to persons beneficially interested, 1081.

expediency, on ground of, 1078.

felony, where trustee is convicted of, 1079.

inability or incapacity to act, in case of, 1078.

jurisdiction where no existing trustee, 1078.

leaseholds, of, 1077.

letters of administration granted to trustee, 1077.

lunacy in, 1077—1079.

orders appointing, [1070—1077].

deceased or retiring trustee, in place of, 1071, 1073, 1077.

disclaiming trustee, in place of, 1071, 1081.

executors refusing to transfer, [1074].

felony, in place of trustee convicted of, 1056.

infant trustee, in place of, 1078.

invalid deed, of, 1078.

lunatic trustee, in place of, 1071, [1072].

non compos trustee for sale, in place of, [1072].

order appointing new trustees and vesting property, [1078].

stock comprised in trust, [1073, 1074].

stock standing to account of body that had ceased to exist,
[1076].

trust company, appointing, [1074].

trustee abroad or unable to act, in place of, [1072], 1080.

vesting property, with direction for, [1070].

where representation taken out subsequently, [1080], 1045, 1082.

parties to application for, 1055.

partition action, appointment of trustee of sale moneys, [1547].

persons to be appointed, 1079, 1080.

number of, 1079, 1080.

residence abroad, 1080.

power to appoint, where there is existing, 1077.

reappointment of, when made by Court, 1052, 1077.

reducing number of, 1071, 1079.

relations of *cestui que trust*, not generally appointed, 1080.

removal of trustee, 1078, 1079.

bankrupt trustee, 1078, 1079.

misconduct, on ground of, 1078.

reserving right against former trustee, 1071.

separate, of separate parts of property, 1080.

service of application for, 1054.

TRUSTEE ACTS—continued.

- (2.) **Appointment of new trustee under—continued.**
 tenant for life, appointment of, 1080.
 undertaking by beneficiary when appointed trustee, [1076], 1080.
 by trustees to bring trust fund immediately into Court, 1079.
 vesting property on appointment of, [1070], 1071, 1077, 1081, 1082.
 form of order, 1044, 1071.
- (3.) **Conveyance, vesting, and transfer of property independently of the appointment of trustees—**
 advertisements, after publication of, 1028.
 application for, by whom and how, 1053, 1054.
 costs of, 1056.
 appointing person to convey, [1031], 1050, [1057—1061], 1063, [1066], 1068, 1070.
 to assign or execute lease, 1041, [1030].
 to convey estate tail, [1064].
 to convey mortgaged property for estate of person not found, [1037].
 to execute mortgage, [1057].
 arrears of interest, receipt of, by trustees, 1050, 1073.
 Bank officer, appointed to transfer stock, [1032], 1033, 1039, 1050, 1073.
 right to receive dividends vested in, 1033.
 Bank, right to apply to, for cash carried over to National Debt Commissioners, [1075].
 recitals in orders to be acted upon by the Bank, 1040.
 bond debt, vesting, 1071.
 cash, vesting right to, [1075].
 chambers, jurisdiction in, 274, 275, 1053, 1054.
 charity, of lands of, &c., [1067], 1102, [1105], 1106, 1114. *See* CHARITY.
 chose in action, vesting, [1035, 1036, 1039], 1050, 1051, [1070].
 form of order, 1041.
 circuitry, avoidance of, 1040, 1041.
 colonial bank, money in, 1071.
 committee of lunatic appointed to convey, [1064], 1069.
 contingent rights,
 appointment of person to release, [1031].
 releasing or disposing of, form of order, 1042.
 infant trustee or mortgagee, of, [1026], 1042.
 lunatic trustee or mortgagee, of, 1045.
 sales under order of Court, in, 1068.
 specific performance action, in, [1059, 1061].
 trustees out of jurisdiction, &c., of, [1026, 1037].
 unborn persons, of, [1059].
 where trustee refusing or neglecting to convey, [1032].
 copyholds, appointment of person to convey or surrender, 1053, [1058].
 consent of lord, whether necessary, 1032, 1052, 1053.
 costs of order, 1053.
 description of, in vesting order, [1105].
 devolution of trust or mortgage estates in, 1029.

TRUSTEE ACTS—*continued*.(3.) Conveyance, vesting, and transfer of property, &c.—*continued*.copyholds—*continued*.

vesting, [1030—1033].

estate of customary heir of devisee of trust estates, whose devisees in trust had disclaimed, [1032].

estate outstanding in infant heir, [1030], 1048.

form of order, 1032.

land covenanted to be surrendered to uses, [1031].

costs and expenses, payment of, [1039], 1056.

charged on estate, 1040, 1056, [1076].

lunatic trustee or mortgagee, of, 1047.

creditor's action, sale of realty in, 1207.

Crown, as against, 1054, 1082.

definition of words used in Act, 1042.

disclaiming trustees, estate of, 1031, 1053.

distringas, notwithstanding, [1039].

dividends, right to receive, 1052, [1073].

dower, to uses to bar, 1041, 1065.

easement, [1041].

equitable mortgagee, in favour of, [1067], 1069.

estate tail barred, 1048, [1066].

appointment of person to convey, [1064].

evidence of heirship, 1055.

form of order, nature of estate or interest, how to be described, 1041, 1049, 1071.

where doubtful whether legal estate dealt with, [1072], 1082.

where new trustees are appointed, 1044, 1071, 1081, 1082.

future dividends, right to, 1052.

government life annuity, of, 1073.

inadvertence, correction of, 1041, 1082.

infant trustee or mortgagee, 1048.

contingent rights of, releasing or disposing of, [1025, 1026], 1043.

declared trustee on sale under judgment, [1057, 1058].

in specific performance action, [1058, 1059].

of estates directed to be mortgaged, [1057].

on sale under Partition Act, [1061].

person appointed to convey to purchaser, [1059].

estate tail, barred by order, 1048, [1067].

heir of deceased vendor, when a trustee within the Act, 1069.

heir of mortgagor, person appointed to convey estate of, [1066].

heir, when a trustee within the Act, 1048, 1049.

lands, vesting, for estate of, [1025], 1043, 1048, [1444].

stock of, vesting right to transfer, [1033].

stock standing in name of, vesting, [1037, 1038], 1043, 1051.

so placed by mistake, [1038], 1051.

Intestates' Estates Act, 1884, under, 1054.

Ireland, application of Acts to, 1041.

joint tenancy, when created, 1049.

joint trustee out of jurisdiction or not found, [1026, 1037, 1035].

neglecting or refusing to transfer, [1034, 1039].

jurisdiction, trustees out of, [1026, 1037, 1034, 1035], 1040, 1048, 1049.

TRUSTEE ACTS—*continued*.(3.) *Conveyance, vesting, and transfer of property, &c.—continued.*

- lands, what are, within the Acts, 1041, 1042.
- copyholds are, 1053.
- vesting, on appointment of new trustees, [1079].
- leaseholds not within sect. 15. . 1049.
- non compos* declared trustee of, [1063].
- redemption, in action for, vested in equitable mortgagee, [1067].
- vesting order of, jurisdiction to make, 1049, 1069.
- and appointment of person to assign, [1060].
- liquidator, new, vesting stock in, [1040].
- Lunacy Act, 1890, provisions of, 1041, 1042.
- lunatic trustee or mortgagee, 1041, 1042, 1045—1048, 1616.
- committee appointed to convey legal estates after partition, [1064], 1069.
- costs of petition, 1047.
- jurisdiction under Judicature Act, 1045.
- non compos* declared trustee of leaseholds, order in Chancery only, [1063].
- order when to be made in lunacy, and when in Chancery, 1046, 1047, 1072, 1077, 1082.
- service of application on, 1055.
- married woman, estate vested in, 1045.
- and her husband declared trustees of manor partitioned, [1061].
- mortgage, by way of, vesting lands, [1060].
- mortgaged lands whereof mortgagee has died seised before January 1, 1890. . [1039].
- vesting land ordered to be mortgaged, [1067].
- vesting leaseholds in equitable mortgagee, [1067].
- vesting, on appointment of new trustees, [1070].
- mortgagee, devolution of estate of, 1029, 1044, 1049.
- lunatic, 1046.
- out of jurisdiction, 1052.
- trustee, when, within Acts, 1042, 1048, 1049.
- National Debt Commissioners, vesting right to apply for cash carried over to, [1075].
- orders under, classification of, 1024, 1025.
- Palatine Courts of Lancaster and Durham, 1050, 1051.
- Partition Act incorporates, 1553, 1569.
- partition judgment, parties declared trustees and person appointed to convey, &c., [1061, 1063], 1068, 1069, [1546], 1569.
- committee of lunatic directed to convey, [1064], 1069.
- non compos*, declared trustee, &c., [1063, 1064], 1570.
- on sale under Act, [1032, 1063].
- parties to action declared trustees, [1063, 1546], 1553, 1569.
- person not *in esse* declared trustee, [1063, 1063].
- "person absolutely entitled" to stock, 1052.
- person appointed to convey, [1031], 1041, 1050, [1057—1061].
- persons abroad declared trustees, [1061].
- persons "beneficially interested," application by, 1054.
- petition, in lieu of summons, 1054.
- postponed until rights declared, 1069.
- purchaser, appointing person to convey to, [1057], 1059, 1063, [1064].

TRUSTEE ACTS—*continued*.

- (3.) **Conveyance, vesting, and transfer of property, &c.—*continued*.**
 quiet enjoyment, benefit of covenant of, not given, 1041, 1069.
 recitals in orders, now usually omitted, 1040.
 redemption action, vesting order in, [1067].
 refusal or neglect to convey or transfer by trustees or others, [1032, 1038, 1039], 1049, 1065.
 removal of trustees, no jurisdiction to remove for misconduct, 1078.
 rent-charges, 1041.
 representation taken out after order appointing trustees, [1030], 1045, 1082.
 right to apply to Bank for cash carried over to National Debt Commissioners, [1075].
 right to transfer stock, [543, 1033—1035].
 sale under judgment of Court, vesting lands or appointing person to convey to purchaser, 1048, [1057], 1059, 1063, [1064], 1065, 1068, 1069, 1207.
 equitable interests bound by judgment, 1048, 1054.
 estate tail barred, [1066].
 infant declared trustee, person appointed to convey, [1057], 1059.
 sale under Partition Act, [1061, 1063].
 non compos declared trustee, [1064, 1065].
 person presumed to have died after order for sale, [1028].
 securities, &c., 1033, [1034]. *See infra*, stock.
 service of petition or summons, 1054, 1055.
 sole trustee out of jurisdiction or not found, [1026, 1027, 1035].
 neglecting or refusing to transfer, [1036, 1038].
specific performance,
 agreement to exchange, person appointed to convey, [1061].
 defaulting party declared trustee, [1900].
 infant trustee, person appointed to convey, [1058, 1059], 1068, 1069, [1965, 1900], 1901.
 jurisdiction of Court, 1068, 1069, 1900.
 releasing contingent rights, [1059, 1061].
 stamps on vesting orders, 1023, 1041, 1042.
 "stock," meaning of, 1042.
stock, Bank officer appointed to transfer, [1032].
 distringas lodged, notwithstanding, [1039].
 East India Stock, and cash arising from conversion of, [1075].
 executors refusing to prove in this country, executor resident here refusing to transfer, [1034].
 form of order, 1033, 1041, 1071.
 joint trustee out of jurisdiction, infant, &c., [1033].
 neglect or refusal to transfer after order served, [1038, 1039], 1051.
 railway stock, right to transfer, 1033, [1074].
 sole trustee out of jurisdiction, infant, &c., [1035].
 standing in name of deceased person, [1037].
 defunct corporate body, [1076].
 infant and deceased trustee, [1037], 1051.
 two trustees and *cestui que trust*, [1034].
 tenant for life, costs of petition for benefit of, 1056.
 "trust," definition of, 1042.

TRUSTEE ACTS—continued.

- (3.) **Conveyance, vesting, and transfer of property, &c.—continued.**
 trust and mortgage estates, devolution of, 1043, 1044, 1049.
 order to vest, when necessary, 1029, [1030], 1043, 1044, 1078.
 trustee out of jurisdiction or not found, [1023, 1027, 1034, 1035].
 deceased without real representative, [1023].
 refusing to convey or transfer, [1032, 1033].
 who are within the Acts, 1042, 1043.
 unborn persons, releasing or discharging contingent rights of, [1023, 1029].
 declared trustees and person appointed to convey, [1057—1059, 1061, 1062], 1069.
 on sale under Partition Act, [1063].
 where settlement set aside, [1432].
 uncertain, where, who is existing trustee, [1027, 1035].
 who was heir or devisee of trustee, [1023].
 unsound mind, person of, declared trustee, [1063, 1064].
 meaning of term, 1045.
 Vendor and Purchaser Act, provisions of, enabling persons to convey, 1044.
 vendor refusing to convey declared trustee, [1069].
 when a trustee within the Acts, 1043, 1069.

TRUSTEE OF CHARITY, CHAP. XLII., 1083—1148. See CHARITY.

- appointment of new trustees for charity, [1065, 1087], 1099—1101, [1106].
 dissenters, appointment of, 1096.
 in chambers, 1100, [1105].
 number to be appointed, 1100.
 powers of Charity Commissioners, 1106, 1114, 1115.
 under Sir S. Romilly's Act (52 G. 3, c. 101), 1099.
 chapels, of, injunctions against, [610, 611], 613.
 discretion of, 1092, 1095.
 majority of trustees, powers of, 1092, 1093.
 municipal corporation, control of Court over, 1100, 1122.
 official trustees of charitable lands, 1113.
 vesting property in, [1067, 1105], 1106.
 official trustees of charitable funds, 1113.
 transfer and payments by and to, [1106, 1107, 1108], 1113.
 payment to, of dividends on funds in Court, [186].
 power of Court over, [1092].
 removal of, [1105], 1115, 1121, 1122.
 specific performance, judgment for, against, 1844, 1845.

TRUSTEE RELIEF ACTS, 1010—1016.

- affidavit by trustees, form of, 1011.
 application under, when to be made in chambers, 274, 1013, 1014.
 notice of, 1012.
 charge on fund, notice of, after payment in, 961.
 charging order on fund in Court under, 425.
 Charity Commissioners, concurrence of, when necessary, 1098, 1112.
 charity trustees, payment into Court by, 1012.
 costs of payment in, deduction of, by trustees, [1010], 1015.
 legacy or residue, of, 1015.
 ordered to be paid out of corpus, [1010], 1016.

TRUSTEE RELIEF ACTS—continued.**costs of payment in—continued.**

undue refusal to pay in, 1016.

unnecessary payment in, 1015.

of payment out, application by tenant for life, out of income, 1016.

trustees, of, 1015, 1016.

County Court jurisdiction under, 712, 1016.

deserted wife, transfer of fund to, 785, 791.

fund in cause dealt with without petition, 1014.

insurance office not trustees within, 1012.

but may pay in policy moneys under Jud. Act, 1012.

lunatic, pauper, application of fund of, 911.

small sum paid to, or his guardian, 1014.

married woman, *non compos*, consent of, dispensed with, 792.

payment in, order for, on application of majority of trustees, [1010], 1011.

effect of, as regards trustees, 1013.

in lieu of interpleader proceedings, 439.

makes infant ward of Court, 843.

mode of, 182, 183, 1011, 1012.

notice of, 1011, 1012.

to persons resident abroad, 1012.

separate account, fund should be paid to, 1013.

payment out, application for, 1013, 1014.

service of, out of jurisdiction, 1014, 1016.

to incapacitated persons, 1014.

petition under, may be adjourned to chambers, 342.

rectification of settlement on petition under, [1439, 1441].

trustees when justified in paying in, 1012.

within the Act, who are, 1012.

TUNNEL,

right to construct, 605.

TURBARY,

interference with rights of, [514].

TURN OVER,

on remand of prisoner, order to, [391], 674.

when necessary, 391.

TURNPIKE BONDS,

conversion of, 1420.

gift of, to charity, 1144.

TYPE-WRITER,allowance for copies produced by, 260 (*add.*).**ULTRA VIRES,**

agreement, declaration of, and injunction against carrying out, [601].

borrowing by building society, 1769, 1770.

injunction against acts, [595], 596, 602, 606. *See COMPANY.*

undue exercise of compulsory powers to take land, [593—595], 603—606.

UMPIRE. *See* ARBITRATION ; AWARD ; REFERENCE.

appointed on failure of arbitrators to appoint, 356.

UNBORN PERSONS,

vesting estates of, under Trustee Acts, [1022, 1029, 1057—1063], 1069. *See* TRUSTEE ACTS.

UNCERTIFICATED SOLICITOR, 258, 271, 952. *See* SOLICITOR.

UNCLAIMED STOCK AND DIVIDENDS, 181. *See* NATIONAL DEBT ACT, 1870.

UNCONSCIONABLE BARGAINS, 1947—1951.

action to set aside, treated as redemption action, 1950, 1951.

dealings with expectant heir set aside, [1948], 1950.

premiums on policy to be repaid, and policy assigned, [1948].

inadequacy of consideration, where advantage taken of vendor, 1931.

jurisdiction of equity in cases of, 1949, 1950.

delay, effect of, 1950, 1951.

purchase by trustee from *cestui que trust* set aside, [1948].

validity of, determined on petition, 1951.

UNDERTAKING. *And see* INJUNCTION.

access to premises, to allow, 612.

account, to keep, [401], 460.

by trustees as receivers, 637, 654.

addition to judgment, to procure or consent to, [702], 705.

appearance, to enter, forthwith, [639].

assessment of damages under, 456.

beneficiary appointed trustee, by, 1076, 1080.

breach of, how punished, 633.

sequestration against railway company or corporation for, [632].

brewer, by, as to supply of beer [465].

brokerage, to pay, [2017, 2020, 2022, 2023].

charge, to deal with, according to order of Court, 657.

chattels, not to part with, 636.

to restore, if order reversed, 744.

cheques, not to draw, in name of firm, [589].

company having lien, to pay amount due to, [1708] (*add.*).

contemnor by, not to intermarry with ward of Court, 899.

continued, [627].

corporation or local board, by, 456 (*add.*).

costs of proceedings in Parliament, to bear, [865].

costs, to pay, [419].

to abide by order as to, [1215].

damages, as to, [452], 455. *See* DAMAGES.

by claimant, on withdrawal of sequestrators, [401].

by company, 456.

by plaintiff in interpleader, 441.

out of jurisdiction, 456.

inquiry under, [453].

offer to accept sum under, [454].

on application for *ne exeat*, 451.

debts, to pay, in creditor's action, 1226, [1228].

UNDERTAKING—*continued.*

- deeds, for safe custody of, submission to give, [303].
- deficiency in funds, to supply, [2020, 2078].
- dismissal or discontinuance, effectual after, 456.
- documents, to give receiver access to, [643].
 - to return or produce, [919, 921].
- enforcement of, 633.
- entering, in orders, form and place of, 4, [124], 142.
- execution, not to issue, when leave given to enter up judgment, [248].
- guardian, by, to account, [838, 839].
- husband of ward of Court, by, to execute settlement, [898].
- infant, to bring, within jurisdiction, [882], 883, 888.
- infants' share, to purchase, in partition action, [1542].
- injunction, motion for, standing over on, [453].
- injury to property, not to do, without leave of Court, beyond specified amount, [874 (*add.*)].
- insertion of, in judgment or order, 4, 142.
- insurance of life, to effect, and assign policy, [1318].
- inventory, to allow sequestrators to take, [401].
- judgment or order, in, insertion of, 4, 142.
- judgment, to submit to, [645].
- leave of Court, by receiver not to act without, 669.
- letters, private, inspection of, with undertaking not to use for collateral purpose, [52].
 - undertaking not to disclose contents of, [583].
- married woman, by, 456 (*add.*).
 - as to damages and costs, 456, 750, 751.
- memorandum, to indorse, on settlement, [1477].
- mistake, given by, not enforced, 633.
- mortgagor, by, for payment of amount admitted to be due, [1728].
- mutual, [453].
- name of company, to change, [540].
- newspaper, to print, publish, and edit, 665.
- next friend of married woman, by, as to her execution of deed, [813].
- nuisance by further drainage, not to permit, 530 (*add.*), 532 (*add.*).
- obstructive buildings, to pull down, 492.
- order of Court, to abide by, 654.
 - as to scheme of arrangement, [2049].
- payment, to make, [116].
- plaintiffs, by, to allow defendants to begin and reply as to validity of patent, [720].
- plead, to, in consolidated action, [703].
- private letters, not to use, for collateral purpose, [52], 585.
- proceedings, to take further, within limited time, 120.
- production of documents, implied on, 67.
- property, not to deal with, except under order of Court, [646].
- purchase-money, to make up deficiency in, [2020, 2078].
- receiver, to act as, without salary, [637].
 - to supply money to, [644], 649.
- receiver's receipts, to be responsible for, [635], 649.
- refund, to, if title displaced, 743, 744, [1280, 1390], 1391, 1392.
 - excess, if any, of sum paid for costs on discharge of prisoner from arrest, [412].

UNDERTAKING—continued.

- Registrar's book, by signing, [452], 455.
- sale, not to proceed to a, [645].
- sequestrators, on withdrawal of, [401].
- short notice of motion, to accept, 451, [452, 465].
- solicitor, by, to account for money received, [887].
- solicitor, by, as to refunding costs, [742], 743.
 - papers and documents, as to, [919—921].
 - to pay debts of married woman out of moneys to be received, 767].
- stay sale, to, [453, 645].
- stock-in-trade, to sell, at valuation, [1861].
- supply ale of good quality, to, [465].
- tenant for life, by, as to expenditure of money advanced, [1478].
 - to find sum for improvements, [1528].
 - to indorse memorandum on settlement, [1477].
 - to pay costs, [1515].
 - to raise question, [1520].
- test action, that action shall be treated as, [703].
- trial, to be bound by result of, [556].
- trustee, by, as to application of moneys in specified payments, [765]
 - to bring trust fund immediately into Court, 1079.
- vacate registration, to, and enter up satisfaction, [116].
- vacation, in, by signing registrar's book, [452], 455.
- ward of Court, as to, by contemnor, [896, 899].

UNDERWRITER'S SLIP,

- specific performance of, refused, 1837.

UNDUE INFLUENCE,

- avoidance of settlement on ground of, 1435.
- Bank ordered to permit transfer refused on ground of, [1945].
- delay in impeaching gift on ground of, 1946.
- discovery in action grounded on, 74.
- family arrangement, avoidance of, for, 1431.
- gifts to alleged spiritual medium set aside, [1942].
- injunction against proceedings on promissory note obtained by, 617.
- medical man, by, over patient, 1844.
- principle on which relief granted in cases of, 1945, 1946.
- purchase obtained by, set aside, [1929].
 - and to stand as security only for sums advanced, [1930].
- restitution of property obtained by, [1944].
- solicitor, by, [1947]. *And see SOLICITOR.*
- spiritual director, adviser or medium, by, [1942, 1944], 1946.

UNFAIR DEALING, 1947—1951. See UNCONSCIONABLE BARGAINS.**UNION OF BENEFICES ACT, 1860,**

- compensation payable under, to retired incumbent, 665, 1605.

UNIVERSITIES,

- exemption of, from Charitable Trusts Acts, 1113.

UNPAID VENDOR, 663, 1820, [1901—1903], 1904, 1905. See LIEN; VENDOR AND PURCHASER.

UNQUALIFIED PERSON acting as solicitor, 951.

UNREASONABLE BARGAIN,
specific performance of, 1842.

UNSOUND MIND,
exclusion of partner of, not justifiable, 592.
person of. *See* LUNATIC; NON COMPOS.

UNSTAMPED DOCUMENTS, 139—141. *See* STAMP.

USAGE, evidence of, in construing charitable trusts, 1093.

USHER,
appointment of, to take person into custody, in absence of tipstaff, [410].

VACATION,
application in, for prohibition, 691, 692.
ex parte injunction in, [452].
undertaking in, by signing registrar's book, [452], 456.

VALUATION,
agreement for, not a submission to arbitration, 351.
annuity, of, [1371], 1377, [1382], 1383. *See* ANNUITY.
annuitant, when entitled to, and immediate payment, 1377 (*add.*).
on consent, according to Government tables, 1383.
where abatement necessary, [1382], 1383.
where some annuitants dead, 1383.
arbitration distinguished from, 351.
colliery, of, 1241.
defendants to be charged with rents according to, in taking account, [1118].
election, where person put to, under will, [1340], 1342.
goodwill, of, 1800.
infant's share, of, on sale under Partition Act, [1542].
life interest, of, brought into hotchpot, [1459], 1463.
reversion, of, as between tenant for life and remainderman, 1421, 1422.
sale at, agreement for, when specifically enforced, 1797, 1841.
shares, of, 1241.
specific legacy, of, [1357—1359].
stock-in-trade, of, inquiry as to, [1313].
undertaking as to, [1861].
timber, of, on sale, payment of, [299].

VALUER,
liability of, for misstatement, 1929.

VALUERS' CHARGES,
allowance of, 268, 269.

VARYING. *See* RECTIFICATION.
certificate of chief clerk, [285], 286.
contracts approved subject to variation, 290.
specifically enforced with variation, 1841. *See* SPECIFIC PERFORMANCE.

VARYING—*continued*.

- judgment or order, adding to, [168], 169, 1158, 1247, 1250.
- on appeal, [717].
- minutes of judgment, [163], 164, 165.
- settlement, by Divorce Court, after judicial separation or dissolution of marriage, 816.
- voluntary settlement, 1436.

VENDOR AND PURCHASER. *See SALE BY THE COURT.*

- abatement or compensation, specific performance with, [1876—1878], 1879—1881. *See SPECIFIC PERFORMANCE.*
- abstract of title, inquiry as to delivery of, [1851].
- agent or auctioneer, contract by, 1840, 1845, 1846.
- agreement not to bid at sale, 1844.
- ambiguous or uncertain contract not enforced, 1841.
- annuities, enforcement of agreements for sale or grant of, 1835, 1847, [1896], 1904.
- breach of trust, agreement between, involving, not enforced, 1845.
- business, agreement for sale of, enforced, [1896].
- chattels, enforcement of contract as to, 1835.
- company, disclosure by vendor to, 1938.
- compensation for defect in title or parcels, 308, [1877, 1878], 1879—1881, [1882].
- conveyance, after, 1881.
- completion of purchase, time for, 1859.
- concealment by purchaser in fiduciary relation, [1929], 1930—1932.
- conditions of sale, 1844.
 - compensation, enforcement of condition providing for, 1881.
 - construed favourably to purchaser, 1856.
 - interest on purchase-money, as to payment of, 1870.
 - misdescription, as to, 1855.
 - misleading, 1854, 1855.
 - resale, as to, 1899.
 - rescission of contract, as to, 1856.
 - reserved bidding to be stated, 1844.
 - restrictive covenant, failure to disclose, 1854, 1855.
 - sales by the Court, on, 293, 294, 1855.
 - title, as to, 1854—1856.
- consideration, defences on ground of failure, &c. of, 1843.
- contract for sale, requisites of, 1838—1840.
 - agreement by acceptance and offer, 1838, 1839.
 - construction of, where specific performance cannot be enforced, [1882], 1885, 1886.
 - description of vendor, 1838.
 - of property or price, 1838.
 - interest in land within Statute of Frauds, 1839.
 - letters, pleading agreement implied from, 1839.
 - memorandum of, what sufficient, 1838, 1839.
 - parol, enforcement of, 1840.
 - parol evidence, when admissible, 1840, 1841.
 - parol variation, enforcement of contract with, 1841.
 - signature of party to be charged, 1839, 1840.
 - subject to execution of formal agreement, 1839.
 - time of the essence, when, 1847, 1848.

VENDOR AND PURCHASER—*continued*.

- conveyance and payment of purchase-money, [1859—1865, 1868], 1872, 1873.
- covenants in, and form of conveyance, 1873.
- on sale by Court, 307.
- parties to conveyance, 1872, 1873.
- right to compensation after, 1881.
- copyholds, fine on admittance of heir of vendor, 1871.
- vesting order of, costs of, borne by vendor, 1053.
- covenant for quiet enjoyment, defect in title not covered by, 1858.
- covenants in conveyance, 1873, 1874.
- for title, on sale by trustees, 1873.
- damages for breach of contract between, 1848, 1849. *See* SPECIFIC PERFORMANCE.
- death of vendor, costs occasioned by, 1876.
- deposit, return or forfeiture of, [1868], 1874, 1875, [1883, 1884], 1885, 1901.
- lien for, declared, [1868].
- sale by Court, on, [290], 296, [299, 311], 313. *See* SALE BY THE COURT.
- destruction of property sold, loss by, after contract, 1871.
- deterioration and dilapidation, liability of vendor for, [1865, 1866], 1871.
- by purchaser, payment of purchase-money into Court, 1871.
- directors of companies, contracts by, 1846.
- discovery of tenancies by vendor, 1871.
- ecclesiastical corporation, contract by, 1846.
- equitable incumbrancer, priority of purchaser over, 1846.
- fraud or concealment, effect of, as between, 1843, 1928, 1930.
- purchase set aside for, [1927, 1929].
- Frauds, Statute of, requisites to contract under, 1837—1841.
- part performance taking case out of, 1840, 1841, 1849.
- goods, of, consigned to meet acceptances, [1871], 1972, 1973.
- right of stoppage *in transitu*, [1873], 1974.
- goodwill, agreement for sale of, when enforced, 1836.
- heirlooms, enforcement of agreements as to, 1835.
- inadequacy of price, 1842.
- income tax, deduction of, as between, 1870.
- infant vendor or purchaser, contract of, not specifically enforced, 1842, 1844.
- insurance, purchaser not entitled to benefit of, 1871.
- interest on purchase-money, when payable, 1869, 1870.
- ceases on notice that purchase-money is lying idle, 1869.
- on rents, when charged, 1870.
- intoxication of party to contract, effect of, 1845.
- land situate abroad, enforcement of agreement as to, 1837.
- leaseholds, notice of covenants to purchaser of, 1856, 1857.
- indemnity on sale of, [1867], 1873.
- title to be shown to, 1854.
- lien, purchaser's for deposit and costs, 1710, [1868].
- vendor's, against railway company, 595, 610, [1901, 1902], 1904, 1905.
- declaration as to right of exoneration, 1306.
- doctrine of, not confined to land, 1905.
- enforcement of, 1820, [1901—1903], 1904, 1905.
- incidence of, in administration, 1293—1295.
- injunction or sale, enforcement by, [1902], 1905.
- mere personal security for payment does not affect, 1905.
- priority of, 1905.
- waiver of, 1710, 1905.
- when it attaches, 1904, 1905.

VENDOR AND PURCHASER—continued.

- manor, sale of, fines received up to time for completion of, 1871.
- married woman, capacity of, to enter into agreement, 1844, 1845.
- medical man purchasing from patient, 1844.
- mine, deterioration in value of, how assessed, 1871.
- mines, time of the essence in contract for sale of, 1847.
- misdescription and misrepresentation, effect of, 1843, 1844, 1854, 1855, 1928.
- See MISREPRESENTATION.*
- abatement or compensation in respect of, [1878], 1880.
- mistake, when a bar to specific performance, 1841, 1843.
 - purchase or conveyance, setting aside or rectifying on ground of, [1911, 1912], 1913.
 - rescission of contract on ground of, [1911, 1912], 1913—1917.
- mortgagor, sale by, right of purchaser to separate conveyances, 1872.
- notice of sub-purchase not constituting vendor a trustee, 1845.
 - of tenancy or covenants in lease, 1751, 1844, 1856.
 - to vendor of charge on agreement, 961.
- objection to title overruled, [1882].
- occupation rent, when chargeable, [1866], 1870.
- option to purchase or take lease, contract with, 1835.
- outgoings, payment of, by vendor, 1870, 1871.
- parcels, compensation for deficiency of, [1878].
- parol agreement, specific performance of, 1840, 1841.
- particulars, on sale by Court, 293.
- patent, agreement for sale of, enforced, 1836.
- penalty, stipulation for, not a defence to action for specific performance, 1843.
- plan, reference to, in judgment, 1890.
- possession, liability of vendor or purchaser in, 1869—1871.
- public-house, sale of, as going concern, 1847.
- puffer, employment of, improper, 1844.
- purchase-money lying idle, notice of, 1869.
 - payment of, by purchaser, 1872.
 - into Court, [1864].
 - unpaid, account of, [1862, 1863, 1879].
- receiver appointed, where purchaser in possession, 663.
- redemption action by purchaser, 1598.
- rent-charge kept on foot, [1884].
- rents and profits, accountability of vendor for, [1859, 1863, 1868], 1869, 1870.
- requisitions on title, declared sufficiently answered, [1882].
- rescission of contract, conditions as to, 1856.
 - right to, 1874, 1875, 1885, 1886, 1913—1915.
 - mistake, on ground of, 1910.
- reversionary interests, sale of, time of the essence, 1847.
- Sales of Land by Auction Act, 1867..1844.
- shares in companies, enforcement of agreements as to, 1835, 1836, [1893], 1894.
- ships, sale of, 1837.
- solicitor, purchase by, from client, 939.
- specific performance, right to relief by, [1832, 1834], 1835—1849. *See SPECIFIC PERFORMANCE.*
- Stock Exchange, rights and liabilities under custom of, 1964—1971. *See STOCK EXCHANGE.*
- street improvements, expenses of, when a charge on premises, 1871.
- sub-purchaser, rights of, 1845, 1872.

VENDOR AND PURCHASER—continued.

- succession duty, duty of vendor to pay, 306 (*add.*).
- tenancies, duty of vendor as to, 1871.
- time of the essence, when, 1847, 1848.
- title deeds, covenant for production of, 1874.
 - production and delivery of, [1860, 1865], 1873, 1874.
 - purchaser for value without notice, when ordered to deliver up, 1575, 1585, [1743], 1754, 1755.
- title of vendor, 1853—1859.
 - abstract of, delivery of, [1851].
 - certificate as to, in specific performance action, [1852], 1854, 1858.
 - commencement of, condition as to, 1853—1855.
 - concealment of, 1858.
 - declaration of, [1849, 1860, 1861, 1877, 1882, 1883].
 - forced on purchaser, when, 1857, 1858.
 - indemnity against defect in, not compelled, 1857, 1858.
 - inquiry as to, [1850].
 - length of title to be shown, 1854.
 - lessor's, cannot be called for, 1893.
 - reference and inquiry as to, in specific performance action, [1849, 1850], 1859.
 - requisitions, costs occasioned by, 1875, 1876.
 - declared sufficiently answered, [1780].
 - inquiry where title has been accepted subject to, [1850].
 - time for, condition as to, 1855.
 - stipulations as to, in conditions of sale, 1854—1856.
 - must state facts fully, 1854.
 - voluntary settlement, under, not forced on purchaser, 1956.
 - waiver of inquiry as to, by purchaser, 1849, 1850, 1854.
 - when shown and when made, 1858, 1859.
 - when title must be made out in action for specific performance, 1858.
- Trustee Acts, defaulting defendant vendor of lands, when a trustee within, 1043, 1069.
 - person appointed to convey to purchaser, [1057], 1059, 1063, [1064].
- trustees, specific performance when decreed against, 1845, 1858.
- underlease, misdescription of, 1855.
- unreasonable bargains between, 1842.
- valuation of fixtures and stock-in-trade as between, [1861].
- vesting order, costs of, borne by vendor, 1053, 1056.
- water rights for factory, time of the essence, 1847.
- wilful default, account of rents on footing of, 987, [1866], 1870.

VENDOR AND PURCHASER ACT, 1874, [1882—1884], 1885, 1886.

- costs under, [1882—1884], 1885.
 - charging, on vendor's interest, 1885 (*add.*).
- s. 2, covenant for production of deeds, 1874.
 - period of commencement of title, 1453.
 - production of lessor's title, 1893.
- s. 4, legal personal representatives of mortgagee empowered to convey, 1044, 1600.
- s. 5, bare trustee, 791.
 - meaning of term, 791, 1044, 1045.
- s. 8, registration of deed, 1753.

References to the Forms are printed thus [456].

VENDOR AND PURCHASER ACT, 1874—continued.

- s. 9, decisions on requisitions under, [1882—1884].
- application for, how made and when entertained, 1885.
- orders under, [1882—1884].

VENUE,

- change of, 131, 330.
- local, abolition of, 330 (*add.*).
- right of plaintiff to choose, 130, 329.
- statement of claim, must be named in, 131.

VERDICT. See ISSUE; JURY.

- amendment after, 39.
- associate's certificate of, [323], 327.
- findings of jury, Court how far bound by, 337.

VESTING ORDER. See TRUSTEE ACTS.**VESTING OF PORTIONS, 1460, 1461.****VESTRY,**

- cannot sue to restrain obstruction on highway, 509.
- injunction against, exceeding powers, 595, 596.
- nominating parson to living on footing of void election, 611.

VEXATIOUS PROCEEDINGS,

- costs of, 236, 258, 262.
- stay or dismissal of, 34, 35, 116.

VICAR,

- waste by, 482.

VIEW. See INSPECTION.

- judge, by, in light and air case, 493.
- jury, by, [329].
- trial by jury, order where view necessary, 325.

VISITOR OF CHARITY, 1092.**VOLUNTARY CONVEYANCES ACT, 1893..1959 (*add.*), 1962 (*add.*).****VOLUNTARY DEED OR SETTLEMENT,**

- avoidance of, [1432—1434], 1435, [1959], 1960, 1961.
- acquiescence a bar to, 1435.
- costs of trustee in case of, 1435.
- fraud on creditors, for, 1427, 1431, [1951—1953], 1954—1957.
- action for, by whom maintainable, 1956, 1957.
- intent to defraud, when inferred, 1955.
- immoral consideration, 1963.
- improvidence, for, without fraud, [1432], 1435.
- legal estate, subsequent acquisition of, by settlor, 1428.
- marriage not solemnized, where, [1434].
- with deceased sister's husband, on, [1433].
- with deceased wife's niece, on, [1433].
- mistake, on ground of, [1432].
- subsequent sale, by, rights of *cestui que trust*, 1429.

VOLUNTARY DEED OF SETTLEMENT—continued.**avoidance of—continued.**

- under 27 Eliz. c. 4, independently of Voluntary Conveyances Act, 1893.. [1959], 1960—1962.
- conveyance to trustees for charity, 1138.
- “purchaser,” mortgagee, &c., included under, 1961.
- volunteers, action by, 1961.
- what settlements are voluntary within the Act, 1960, 1961.
- under Voluntary Conveyances Act, 1893.. 1959 (*add.*), 1962 (*add.*).
- complete, when, 1427—1429, 1450.
- consideration, proof of, *aliunde*, 1427, 1961.
- sufficient to support, 1960, 1961.
- covenant or bond, creditor suing on, 1198, 1202.
- duty, payment of, under Customs and Inland Revenue Acts, 1881, 1889.. 1194, 1195, 1470.
- execution of trusts of, 1425, 1427, 1428.
- leaseholds, assignment of, not treated as voluntary, 1960.
- limitations in favour of issue of prior marriage, when voluntary, 1960, 1961.
- marshalling unsettled property in favour of volunteers, [1740], 1742.
- mistake, rectification on ground of, 1915.
- mortgagee, set aside in favour of, [1959].
- post-nuptial settlement, when voluntary, 1426, 1427, 1432.
- power of revocation, absence of, 1432, 1435.
- purchaser, set aside in favour of, [1959].
- rectification of, not generally ordered, 1435, 1915.
- settlor, when binding on, 1427—1429.
- small consideration sufficient under 27 Eliz. c. 4.. 1960.
- solicitor, gift to, set aside, 938.
- stamp on, 141.
- suppression of, 1918.
- title under, not to be forced on purchaser, 1956.
- undue influence, procured by, setting aside, [1942—1944], 1945—1947. *See* UNDUE INFLUENCE.
- valuable consideration, what sufficient, 1426, 1427.

VOLUNTEER ACT, 1863..2083.**VOLUNTEERS,**

- marshalling securities in favour of, [1740], 1742.
- redemption by, 1604.

VOUCHERS, 1156, 1177, 1178. *See* ACCOUNT.**WAGERING DEBT,**

- bill of exchange given for, dealings with, restrained, 617.
- proof of, in creditor's action, 1218.
- Stock Exchange, speculative bargains on, 1971.

WAGES,

- liberty to receiver to pay, 641.
- married woman, of, 751, 770, 774, 791.

WAGES ATTACHMENT ABOLITION ACT, 1870..433.

WAIVER,

- abatement or compensation, of right to, 1880, 1881.
- account, of, [627].
- appearance, by, 287.
- breach of trust, of, 979.
- claims, of, against estate, [801].
- consent, by, 404.
- counsel, by, [314].
- entering, in judgment, 4, [124, 125], 142.
- equity to settlement, of, by wife, 802.
- inquiry, of, on behalf of infant, 833.
- irregularity, of, by appearance, &c., 287, 357, 386, 387 (*add.*), 404, 416.
- jurisdiction, of objection to, 691.
- legacy, of, [1344].
- mortgagee, by, where otherwise secured, 301.
- notice of motion for injunction, of, by amendment, 457.
- notices, of, required by indenture, [645].
- particulars, of right to, 37.
- privilege, of, as to documents, 75.
- service, of right to, 386.
- specific performance action, when a defence to, 1847, 1848.
- statement of, in order, position of, 4, 142.
- title, of, in specific performance action, [1839].

WALL,

- removal of, in breach of agreement, restrained, [597].

WANT OF PROSECUTION,

- appeal from order dismissing action for, 723.
- dismissal of action for, 118—121. *See* DISMISSAL OF ACTION.
- consent, by, no bar to subsequent action, 113.
- default of discovery, for, 85.

WARD OF COURT,

- constituted, how, 843, 903.
- control of Court over property of, continues after majority, 901, 902.
- improper conduct towards, committal for, [896].
- interference with, committal for, [896].
- jurisdiction over, 843, 900, 902.
- maintenance of, 848—858. *See* INFANT.
- marriage of, proceedings on, 900—903.
 - consent of Court necessary for, 900.
 - orders for leave to marry, [891, 892, 900].
 - sanctioning marriage and approving settlement, [892, 893].
 - contempt, marriage without consent is, 900.
 - committal for, [896, 897].
 - discharge of contemnors on undertaking, &c., [896, 899], 901, 902.
 - ignorance, how far an excuse, &c., 900, 901.
 - inquiry as to abettors, [897].
 - injunction to restrain marriage or intercourse with, 843, [894, 895].
 - outfit on, advance for, [195, 893, 894].
 - proposals of, accepted, [891].

WARD OF COURT—continued.

- marriage of, proceedings on—*continued*.
 - settlement on, approved, [898, 901].
 - adjournment of petition for, to chambers, [898].
 - form of, in cases of contempt, 901.
 - fund in Court settled by order, [195, 891].
 - under 18 & 19 Vict. c. 43, [892].
- ward, *enceinte*, 898.
- Marriage Acts, 4 Geo. IV. c. 76, and 19 & 20 V. c. 119, proceedings under, [904—906], 906, 907.
- married woman, not allowed to waive right to settlement, 788.
- non compos*, jurisdiction over, 844.
- premium, return of, when ward articulated to solicitor, 857.
- religious education of, [847, 880, 881], 886—888.
- removal of, out of jurisdiction, [877, 878], 888.

WAREHOUSE KEEPER,

- interpleader by, 441.

WARRANT,

- abandonment of railway, of, 2061, 2062.
- Board of Trade, of, as to parliamentary deposits, 2062.
- committal, for, 408, 414.

WASTE, 471—483.

- account of, [474], 475.
- alterations to premises, by, [475, 476].
- ancillary relief against, 481, 482.
- church, altering fabric of, 477, 482.
- churchyard, in, restrained, 473, [476], 482.
- declaration as to liability for, and right of felling timber, 473, 475.
- delay, materiality of, on application for injunction, 482.
- discovery in action for, 77.
- ecclesiastical, churchyard, 482, 483.
- equitable, what acts of, restrained, 477, 478.
 - amount of damages, 482.
- fixtures, by removal of, [476].
- forest, inclosure of waste lands of, restrained, [514, 515], 516.
- inclosure of lands of manor, by, [514, 515], 517, 518.
- injunctions to restrain, [471—477].
 - defendant in occupation, against, in partition action, 1557.
 - discovery in action for, 77.
 - not ordered, if exposing to forfeiture, 84.
- inquiry as to, [472, 474, 1472, 1473].
- interest chargeable, 482.
- investment of proceeds of, by tenant for life, 481.
- legal and equitable, 477, 478.
- life estate when made subject to impeachment for, 478, 1453, 1479.
- Limitations, Statutes of, 482.
- mandatory injunctions as to, [476], 482, 483.
- mansion-house, removal of, 477, 479.
- meadow land, by converting, 478.
- meliorating waste, 480, 481.
- minerals, inquiry as to, [474].

WASTE—continued.

- mines, by opening and working of, 479—481.
- mortgagor or mortgagee in possession, by, 480.
- permissive, 480.
- reclaiming deer, 478.
- rent-charge, remedy of owner of, against terre-tenant, 480 (*add.*), 1629 (*add.*).
- saplings, cutting, 478.
- shooting, injunction at suit of grantee of, 478.
- tenant, by, [475].
- tenant for life, by, restrained, [471], 477—482, [1473], 1479, 1480.
 - accounts and inquiries as to, [1472—1475].
 - impeachable of waste, 478, 1473, 1478.
 - investment of proceeds, 481, 1479.
- tenant in fee, by, with executory gift over, 478.
- tenant in tail in possession, by, 478.
- tenants in common, by, 478.
- timber, felling, injunction against, [471—474], 478, 479.
 - inquiry as to, [472].
 - inquiry as to, receiver to cut and sell, [472].
 - issue as to right to fell, 333.
 - meaning of term, 479.
 - ornamental, [471], 478, 481.
- windfalls, [472], 481.
 - tenant for life allowed, [472].
- words giving right to commit waste, 478.

WASTING SECURITIES,

- duty of trustees to convert, 978, 1417—1422.

WATER,

- escape of, liability for, 513, 514.
- injunction against interference with rights of, [510—512], 512, 513 (*add.*).
 - mandatory, to compel removal of obstruction to flow of, [462].
- issue as to rights of, 333.
- mine, injunction against allowing water to pass into, 498.
- pollution of, injunction against, [522—531], 531—534.
- inquiry as to, from given date, [520].
- sale of, for factory, time of the essence, 1847.
- supply of, by water company, enforced, 601, 607.

WATERCOURSE,

- artificial and natural, 513.
- diversion of, restrained, [510], 512.
- pollution of, injunction against, [522—531], 531—534. *See NUISANCE.*
- riparian owners, rights of, [511, 512], 513.

WATERWORKS CLAUSES ACT,

- entry on land, prohibition against, 486 (*add.*).

WAY (RIGHT OF), [505—507], 507—510.

- compensation for way-leave in respect of mines, 504.
- copyholds, over or under, for conveyance of minerals, 504.
- deviate, right to, 508.
- grant of, construction of, 508.

WAY (RIGHT OF)—continued.

- implied grant of, 509.
- injunction against obstruction of, 505, 506, 509.
 - using, under land for conveyance of coal, [498].
- interim order, private road, [505].
- issue as to, [332], 333.
- mineral owner, of, 504.
- necessity, of, 509.
- nuisance, user of, so as to create, 508.
- obstruction, right to remove, though injunction refused, 508 (*add.*).
- public, limited by rights of owner, 509.
- railway company restrained from obstructing, [506], 508.
- reasonable user of, what is, 504, 508.
- removal of obstructions to, [505].
- tenant, acquisition by, against landlord, 509.
- user, limited by, 507.
- user of, for conveying coal, restrained, [498].

WAY-LEAVE,

- Canal Act, under, right of mine owner to, 505.
- inquiry as to payment by way of, in respect of coal, [499], 504.
- lord of manor, right of, to, 505.
- mineral owner, right of, to drive way through minerals, 505.

WELSH MORTGAGE, 1772.**WEST INDIES,**

- Incumbered Estates Act, 1864..684.
- receiver of property in, 683, 684.

WHARFINGER,

- fire policies by, rights in respect of, declared, [1778].
- obstruction to water, right to sue in respect of, 513.
- right of access of, to river, protected by injunction, [512].

WIDOW. See DOWER.

- account against representative of, [1274].
- annuity to, during widowhood, [187, 1372].
- description of, in orders, 198.
- election by, 810, [1301, 1302, 1339], 1344.
- inquiry whether any in existence, [1237].
- payment of dividends to, [187].

WIDOWER,

- payment of dividends to, until second marriage, [187].

WIFE. See HUSBAND AND WIFE; MARRIED WOMAN.**WILFUL DEFAULT, 982 *et seq.***

- account on footing of, [982], 1157, 1169, 1248, [1886], 1870, [1929], 1932.
- after judgment, charging, 987.
- against representatives of trustee, [1244].
 - when directed, 169, 962.
- amendment for purpose of charging, 39.
- common judgment for account, not ordered under, 962, 986.

WILFUL DEFAULT—*continued.*

- compound interest, annual rests directed, 984.
- executor, account against, [982, 983], 987.
- further consideration, not chargeable on, 316, 986.
- inquiry as to receipts by bankrupt trustee, [982].
 - further order for leave to prove for balance, [982].
 - whether money recoverable, [982].
- lease, not chargeable where trustee renews, in own name, 987.
- mortgagee, account against, on footing of, 986, [1580, 1620, 1623], 1634, 1635.
- originating summons, not chargeable on, unless by consent, 986, 1248.
- parties to action against trustee for, 970.
- partner in possession not liable on footing of, 1805..
- profits or interest charged, [985], 987, 988.
- purchase by solicitor or agent set aside, where, 1932.
- purchaser for value, not chargeable against, 987.
- special case for charging, must be made, 985, 986.
- unintentional default, when treated as wilful, 985, 986.
- vendor or purchaser, account against, receiving rents, [1866], 1870.
- what amounts to, 985, 986.
- where instrument set aside for fraud by solicitor or agent, [1929], 1932.

WILL. *See ADMINISTRATION; EXECUTOR; LEGACY.*

- attesting witness, bequest to, 998.
- charitable gifts by, validity of, 1140 *et seq.* *See CHARITY.*
- class, gift to, 1324—1329, [1344].
- colonial, evidence of, 134.
- condition in, ignorance no excuse for non-compliance, 1452.
- construction of, declared, [1130].
- construction of, not decided, before accounts taken, 1246.
- devise, failure of, declared, [1349].
- devise on condition, forfeiture declared, [1350].
 - ignorance no excuse for non-compliance, 1354.
- domicile, when construed according to law of, 1194, 1196, 1333.
- entering, in orders, form of, [125].
- evidence of, 134.
- evidence of declarations of testator, when admissible, 1325.
- foreign law, under, inquiry as to effect of, 1329.
- found after administration judgment under prior will, inquiry as to person interested under, [1908].
- general devises and bequests, declarations relating to, 1344—1355.
- infant, of, 846, 869, 870.
- lapse, declaration as to, [1344], 1384, 1385.
 - gift to class, none of, 1324.
 - to Crown, [1384—1386], 1387.
- married woman, of, 781, 782.
- office copy of, 1191.
- probate of, effect of, as evidence, 1191, 1195, 1196.
 - in solemn form, binds the heir, 1191.
 - jurisdiction of Court of Probate, 1191, 1192.
- property passing by particular words of gift, 1367.
- proves itself after thirty years, 134.
- receiver appointed by, 656.

WILL—continued.

- religious profession, condition as to, 1453, 1469.
- remoteness, gifts void for, 1355, 1356.
- Scotch confirmation, effect of, as evidence, 1192, 1193.
- settlement pursuant to, 1445, [1448], 1449—1453. *See SETTLEMENT.*
- specific devise, inquiry whether accepted, [1361].
- trust and mortgage estates, gift of, what passes under, 1043, 1044.
- undue influence, avoidance on ground of, 1945.
- vesting of portions under, 1460, 1461.

WINDING-UP. *See* COMPANY.

- appeals from winding-up orders, 720, 730, 731, 740.
- benefit building societies, of, 1770, 1771.
- calls in, getting in of, by receiver or liquidator, 664 (*add.*).
- indemnity against, in action by vendor against ultimate purchaser of shares, [1964—1966], 1968.
- costs in proceedings for, 264.
- examination of officers of company in, 59.
- interest on calls in, 1182.
- Irish, order in, made order of English Court, [173], 174.
- liquidator, appeal by, 727.
- discovery by, 59, 64.
- retainer of solicitor by, 917.
- right of, not paramount to receivers of mortgagees, 663, 664.
- partnership, of, [1301], 1808. *See PARTNERSHIP.*
- petition for, restrained where petitioner's debt disputed, 602.
- proceedings, leave to take, order for, 971.
- proof in, for commission, by agent, 1173.
- proof in, interest on debts, 1182.
- railway company, of, under Companies Acts, 2061.
- Scotch, order in, enforced in England or Ireland, 173, 174.
- separate appearances in, of creditors or contributories, costs of, 264.
- service out of jurisdiction of summons in, 20.
- solicitor's lien not defeated by, 923.
- stay of actions and proceedings pending, 703, 704.
- concurrent petitions, in case of, 704.

WITHDRAWAL,

- appeal, of, 728, 733, 737.
- bill of costs, of, 234, 236.
- cause of complaint, of, 114.
- consent, of, before judgment entered, 112.
- pleadings, of, [32], 36.
- record, of, 114.
- sequestrators, of, direction for, [400—402], 404.
- sheriff, of, [445].

WITNESS. *And see* AFFIDAVIT; EVIDENCE.

- action with, to be so marked in cause book, 132.
- appeal by person summoned as, 727.
- arbitration, examination of witnesses in, [351], 354, 357.
- arrest, privilege from, 408.
- article reflecting on contempt of Court by, publication of, [405], 407.
- at trial, calling, after case closed, 94 (*add.*).
- examination to be *vivâ voce*, except by consent, 91.

References to the Forms are printed thus [456].

WITNESS—*continued*.

- chambers, attendance in, 283.
- Chief Clerk, examination before, 99.
- commission to examine, 91, 93, 96.
 - abroad, 94.
- compelling attendance of, [88].
- costs of production of, for cross-examination, 93.
- cross-examination of, on affidavit, [88], 92.
 - liberty to use affidavits where deponent not cross-examined, 93.
 - time for, 93.
- de bene esse*, examination of, [89, 90], 95.
- deceased, evidence of, 136.
- degrading questions, 84.
- documents produced to, [47, 53], 71.
- entering evidence of, in orders, [127].
- examiner, before, [89], 99.
 - refusal to answer, 99.
- expense of, allowance for, 265.
 - demanding, on production, 93.
- hostile, 93, 99.
- intimidation of, contempt of Court by, 407 (*add.*).
- name of, discovery as to, 74.
- notice to produce, 93.
- prisoner, order directing production of, [89], 94.
- privilege of, from answering inquisitorial and criminating questions, 83, 84.
- referee, attendance before, 366.
- scientific, remuneration of, 670.
- Spanish, evidence of, how to be obtained, 95 (*add.*).
- subpoena ad testificandum*, leave to serve, out of jurisdiction, [89].
 - issue of, 93.

WORKS,

- not included in contract, inquiry as to, [1149].
- trustees to expend money in specified, [899].

WORSHIP (DIVINE),

- disturbance of, restrained, [610, 611].

WRAPPER,

- injunction against imitation of, [534, 538], 542.

WRIT,

- assistance, of, to put receiver in possession of chattels, [376], 380, 674.
 - to put plaintiff vendor in possession, 1904.
 - when necessary, 380, 674.
- attachment, of, 381—388. *See* ATTACHMENT.
- certiorari*, of, [707, 708], 710, 711.
- de contumace capiendo*, 171, 722.
- delivery, of, when obtainable, 370, [376], 381.
- distringas*, of, abolished, 127, 619. *See* DISTINGAS.
- dower, of, abolished, 807.
- elegit*, of, enforcement of judgment or order by, 369, 371, 376—378. *See* EXECIT.
- feri facias*, of, enforcement of judgment or order by, 369, 371, 376—378.

WRIT—continued.

- feri facias de bonis ecclesiasticis*, of, 376.
- habeas corpus*, of, 720, 722.
- indorsement of, 377.
- injunction, of, abolished, 452, 454, 456.
- issue of, 373.
- ne exeat regno*, of, 449—451. *See* **NE EXEAT**.
- partition, of, now obsolete, 1550.
- partner, writ of *ft. fa.* against, how executed, 377, 1826.
- possession, of, 380, 1654.
 - issues without order on judgment that party recover land, 380.
 - on judgment to deliver to any person, issues on affidavit of service and of non-compliance, 380.
- procedendo*, of, 710.
- prohibition, of, 690, 691, 692.
- renewal of, [7], 8, 373.
- return to, enforcement of, [389], 390.
- sequestrari facias de bonis ecclesiasticis*, of, 395.
- sequestration, of, 392—404. *See* **SEQUESTRATION**.
- venditioni exponas*, of, 376.

WRIT OF SUMMONS,

- amendment of, 39, 42, 150. *See* **AMENDMENT**.
- creditor's action, in, 108.
- District Registry, issue of, from, 152. *See* **DISTRICT REGISTRY**.
- firm, in name of, discovery of names, [55], 56, 57.
- issue of, 8.
 - for service out of jurisdiction, 7.
- married woman, suing alone, in action by, 750.
- renewal of, order for, [7], 8.
 - extension of time for, 8.
- renewed, is sufficient evidence of renewal, 136.
- service of, 9 *et seq.* *See* **SERVICE**.
 - notice in lieu of, 19.
 - out of jurisdiction, 17—19.
- special indorsement of, 1582.

LONDON :

PRINTED BY C. F. BOWORTH, GREAT NEW STREET, FETTER LANE—E.C.

